LAW REVERSIONARY INTEREST SOCIETY, LIMITED

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital £400,000
Debentures £180,000

REVERSIONS BOUGHT. LOANS MADE THEREON.

Proposal Forms and full information may be had at the Society's Offices.

W. OSCAR NASH, F.I.A., *Actuary.*

PARTRIDGE & COOPER,

LAW and PARLIAMENTARY

PRINTERS and STATIONERS.

LAW WRITING ON THE PREMISES BY PERMANENT STAFF.

191 & 192, FLEET-STREET, and 1 & 2, CHANCERY-LANE, E.C.

MIDLAND RAILWAY HOTELS.

LONDON - MIDLAND GRAND - St. Pancras Station, N.W.
(*Within Shilling cab fare of Gray's-inn, Inns of Court, Temple Bar, and Law Courts, &c. 'Buses to all parts every minute. Close to King's Cross Metropolitan Railway Station. The Venetian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c. New Parisian Restaurant for French Cooking and fine Wines.*)

LIVERPOOL - ADELPHI - Close to Central (Midland) Station.
BRADFORD - MIDLAND - Excellent Restaurant.
LEEDS - - QUEEN'S - In Centre of Town.
DERBY - - MIDLAND - For Peak of Derbyshire.
MORECAMBE - MIDLAND - Tennis Lawn to Seashore. Golf.
Residential Hotel—HEYSHAM TOWER, nr MORECAMBE. Lovely Country. Golf.
Tariffs on Application. *Telegraphic Address "Midotel."*

WILLIAM TOWLE, Manager Midland Railway Hotels.

X *IMPORTANT TO SOLICITORS* X

In Drawing LEASES or MORTGAGES of

LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

FUNDS - - - - - -	£3,000,000
INCOME - - - - - -	£373,000
YEARLY BUSINESS - - -	£1,000,000
BUSINESS IN FORCE - -	£11,000,000

THE PERFECTED SYSTEM of Life Assurance is peculiar to this Society and embraces every modern advantage.

PERFECTED MAXIMUM POLICIES.

WITHOUT PROFITS.

The Rates for these Whole Life Policies are very moderate.

Age	Premium	Age	Premium	Age	Premium
20	£1 7 8 %	30	£1 16 %	40	£2 10 %

£1,000 POLICY WITH BONUSES

According to last results.

Valuation at 2½ p c. :—Hm. Table of Mortality.

Duration	10 yrs.	20 yrs.	30 yrs.	40 yrs.
Amount of Policy	£1,199	£1,438	£1,724	£2,067

Next Bonus as at 31st December, 1901.

OFFICES: 10, FLEET STREET, LONDON.

VOL. XLI., No. 29.

The Solicitors' Journal and Reporter.

LONDON, MAY 15, 1897.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS 483
THE STATUTES OF LIMITATION AND REGISTERED LAND 486
ESTOPPEL AS AGAINST COMPANIES 487
LEGISLATION IN PROGRESS 488
REVIEWS 488
CORRESPONDENCE 489
LAW SOCIETIES 494
LAW STUDENTS' JOURNAL 495
LEGAL NEWS 495
COURT PAPERS 496
WINDING UP NOTICES 497
CREDITORS' NOTICES 497
BANKRUPTCY NOTICES 498

Cases Reported this Week.

In the Solicitors' Journal.

Bald, Re. Bald v. Bald 490
Coleman v. Bucks and Oxon Union Bank 491
Derbyshire (Appellant) v. Houliston (Respondent) 491
Estate Duty Payable on the Death of the Second Earl Cowley, Re 492
Evans, Re. Ex parte Davies 494
Firth v. Staines 494
Fitzgerald v. Firbank 490
London Metallurgical Co. (Lim.), Re .. 491
Montagu, Re. Derbishire v. Montagu 489
Morter, Re. Ex parte Nicholls 494
Nicholson v. Brown 490
Reg. v. The Medical General Council .. 493
Remmington v. Scoles 490
Wilkinson v. Downton 493

In the Weekly Reporter.

Battams & Hutchinson (Solicitors), In re 456
Bloomenthal v. Ford 449
Davis v. Ingram 459
Peebles v. Oswaldtwistle Urban District Council 454
Raffety v. Schofield 460
Ridding, In re. Thompson v. Ridding 457
Robinson v. Mayor, &c., of Workington 453
Saunders, In re. Saunders v. Dove ... 456
Wilding v. Sanderson 462

CURRENT TOPICS.

THE LAND TRANSFER BILL passed through the House of Lords on Tuesday.

AN ORDER of transfer of 120 Chancery witness actions to BYRNE, J., is in course of preparation. Fifty of the cases transferred will be taken from the list of NORTH, J., 40 from that of STIRLING, J., and 30 from that of KEKEWICH, J.

AT A MEETING of the Rule Committee on the 12th of May, the rule as to a compulsory summons for directions, the draft of which has already been published in the *Gazette* (*ante* p. 347), was confirmed, subject to a proviso that it shall not apply to originating summonses. A rule was also passed allowing the delivery of pleadings in the long vacation after the 1st of October in cases intended for trial at the Autumn assizes before the 1st of December. An order was also made for closing the courts on the 21st and 22nd of June next. The committee approved a rule made by the county court judges annulling the rules of March, 1897, pending the consideration of further changes of procedure. The new rules will be published in due time before they come into operation.

THE PASSING of the Land Transfer Bill during the present session being practically insured, the profession will, among other things, have to prepare themselves for a change, unconnected with registration of title, which will revolutionize some portions of the practice of conveyancing. After the 1st of January next, if the Bill passes, real estate will, on the death of an absolute owner not being a joint tenant, notwithstanding any testamentary disposition, devolve to and become vested in his personal representatives from time to time as if it were a chattel real vesting in them. We have always expressed our opinion that this change will be a valuable reform, but it is very necessary to consider carefully the clauses relative to it contained in the Bill before the measure reaches the stage of committee in the House of Commons. Our impression is that, in the interest excited by the provisions as to registration of title, the earlier clauses relating to the real representative have been practically overlooked.

As we have repeatedly said, there never was a clearer case for a grant of public money than that relative to the Statutory Committee of the Incorporated Law Society, which came before the House of Commons on Tuesday last. The society has for years not only been performing judicial duties gratuitously, but has actually been paying about £5,000 a year out of its own funds for the costs incident to the inquiries before the statutory committee. It would seem sufficient merely to state these facts to demonstrate the justice of the claim made by the society, yet last year the claim was rejected on a technical ground, and this year the Chancellor of the Exchequer desired that any action on his part should be preceded by a resolution in favour of the application. Accordingly a motion was set down in the House of Commons in favour of the grant, and was carried by a large majority. As a result, the Incorporated Law Society will be placed in a much more satisfactory financial position. They get about £3,000 per annum for performing the duties formerly performed in the Petty Bag Office, and the new grant will, we suppose, come to about £4,800 per annum.

The Conveyancing Bill introduced by Lord Davey, which was down for second reading in the House of Lords on Thursday, has been drafted on the instructions of the Council of the Incorporated Law Society. Its object is to effect a simplification of the title to real estate upon the lines which have been on several occasions advocated by Mr. Wolstenholme (see 39 Solicitors' Journal, p. 4)—viz., by making the title to land similar to the title to stock; or, as it is put in the memorandum prefixed to the Bill, the object "is to make the title to land approximate as nearly as circumstances permit to the title to stock, and to obtain the same advantages as would be secured under as good a system of registration of title as may be devised, without the disadvantages incidental to a register of owners." The scheme of the Bill is to vest the entire legal fee with absolute power of disposition in the owner for the time being, leaving any equitable interests there may be to be protected by a system of cautions and inhibitions. Thus, in the case of a settlement of freeholds it is contemplated that the settlement will be made by conveying the fee to the tenant for life, making him the actual owner, instead of leaving him, as at present under the Settled Land Acts, with a mere power to convey. The conveyance to the tenant for life will appoint trustees for the purpose of the Settled Land Acts, and an owner claiming under a conveyance with such an appointment will not be able to dispose of the land otherwise than for the purposes and in the manner authorized by the Settled Land Acts—that is, the purchase-money will have to be paid either to the trustees or into court. The equitable interests will usually be created by a separate instrument, but in any case notice of such interest will not, in the absence of a caution or inhibition, affect a purchaser. The scheme includes also the appointment of a real representative upon whom, whether the land is settled or not, the fee will upon the death of the owner for the time being devolve, and it will be the duty of the real representative, subject to his power of sale, to convey the estate in fee to the person next entitled. It is claimed for the scheme that it will reduce the abstract of title to a series of dispositions of the legal estate; no notice need be taken of equitable interests, and no proof will be required of matters of pedigree. In short, "no evidence of title will be required by purchasers except documents conveying or vesting the estate." The first schedule to the Bill gives two specimens of abstracts of title intended to illustrate the simplification which will thus be effected. In the case of existting settlements the estate of the tenant for life, if of full age, will be enlarged into the fee simple, so as to give such settlements at once the benefits of the Bill. A purchaser will have to search at the Land Registry Office for cautions, and if there are none entered against the legal owner, or if, supposing a caution is entered, the cautioner does not, within fourteen days after notice sent by registered letter, proceed to enforce the caution by applying to the court for an inhibition, the purchaser will take free from all equities. The memorandum further points out that the creation of securities by deposit of deeds will not only not be interfered with, but will be facilitated by the system of the Bill.

We print elsewhere a letter from a valued correspondent commenting upon what he describes as the narrowness of modern judicial tendencies, and though opinions may differ as to the soundness of his criticisms, the letter is able and suggestive, and will be read with interest. We do not suppose that our correspondent really looks for the revival of the active law-making power of equity. The day for this has gone by, and there is no more opening in the Chancery Division than in the Queen's Bench Division for the introduction by a judge of obvious variations on the existing law. Old rules may be modified to meet new cases, but no judge can again make such innovations as were made when the Chancellors took to enforcing trusts, or created the equity of redemption, or the separate use of a married woman. For any changes of this kind which may be necessary to obviate defects in the law we must now look to the Legislature, and if, in the course of decision, new law creeps in, it is only under cover of the fiction that the courts are simply applying the existing law. Hence, with deference to our correspondent, the late Master of the Rolls was perhaps not far wrong when he described equitable jurisprudence as a crystallized system, and he was in substance only repeating Blackstone's observation, a century earlier, that "the system of our courts of equity is a laboured connected system, governed by established rules and bound down by precedents" (Comm. III., 432). In such a case as *Re Whiston's Settlement* (42 W. R. 327; 1894, 1 Ch. 661), to which our correspondent refers, it is, doubtless, to be regretted that the court did not see its way to a more elastic treatment of equitable limitations, so as to avoid the harsh rule of the common law that a gift to a man of real estate carries no more than a life estate. But there is no greater injustice in the case of a trust limitation of this nature than in the case of a beneficial legal interest, and the Legislature could easily alter for each case the established rule of construction. And we doubt whether, either in respect of precatory trusts or of the construction of wills, our correspondent's strictures will meet with general assent. Equity did good service in allowing the separation of the beneficial from the legal interest, but it is not too much to expect that the creator of a trust should clearly express his intention in this sense; the modern objection to precatory trusts is merely aimed against the establishment of trusts in cases where the testator has, upon a fair construction of the will, left a discretion to the alleged trustee. In other words, he has not really laid the latter under any *obligation* to dispose of the property in a particular way. It is a plausible opinion, too, that, subject to certain settled rules of construction, it is more for the general convenience to take each will on its own merits than to burden the law with authorities intended to be a guide in the construction of instruments of such various language. But though these considerations suggest themselves to us in connection with our correspondent's letter, we are fully alive to the importance of the question he has raised. The credit of the law depends largely on the liberal spirit in which the judges expound it, and this spirit may and should prevail, although equity as a creative system no longer exists.

The Sale of Food and Drugs Act, 1875, provides, by section 27, that anyone who shall give a false warranty in writing to any purchaser in respect of any article of food sold by him shall be guilty of an offence punishable with a fine of £20. In the case of *Derbyshire* v. *Houliston*, which lately came before Hawkins and Wright, JJ., on appeal from a conviction under this section, the question was raised whether a person can be convicted of the offence who gives a warranty which he believes to be true, but which is in fact false. It appeared from the facts, as set out in the special case, that a summons had been taken out against A. for selling impure butter to the respondent. The summons was dismissed on A.'s proving that he had bought the butter from the appellant with a written warranty of its purity. Proceedings were then taken against the appellant for giving a false warranty, and he was able to shew that he, on his part, had bought the butter in the same state from B. with a similar written warranty of purity. The magistrate, nevertheless, held that it was not necessary for the prosecution to prove that the appellant, when he gave the warranty, knew it was

false, and consequently he convicted the appellant of the offence, subject to this case. The opinion of the magistrate, however, was not supported by the High Court, and the conviction was quashed. It is a general principle of law that a person cannot be convicted of having committed a criminal act if at the time he had a *bonâ fide* belief in the existence of facts which, if they had really existed, would have made the act an innocent act; or, in other words, there can be no conviction for crime in the absence of *mens rea*. There are, however, some important exceptions to this rule. Thus, under this same statute it was held in *Betts* v. *Armistead* (36 W. R. 720, 20 Q. B. D. 771) that guilty knowledge need not be proved in order to convict a person, under section 6, of selling to the prejudice of the purchaser an article of food not of the nature, substance, and quality demanded. It is clear that it is greatly for the benefit of the public that the seller of food (especially of bread, as in the last-mentioned case) should sell adulterated food only at his own peril. In *Reg.* v. *Prince* (24 W. R. 76, 2 C. C. R. 154) it was held that a man charged with the abduction of a girl under sixteen years of age was properly convicted, although he had good reason for believing her to be over that age. In such circumstances, in order to protect young girls who are not of an age to protect themselves, it is undoubtedly reasonable for the law to hold that a person can perform such a deliberate act as carrying off a girl out of the possession of her parents only at the risk of her turning out to be under sixteen. Again, in a recent case of *The Commissioners of Police* v. *Cartman* (44 W. R. 637; 1896, 1 Q. B. 655), it was held that a licensed victualler might be convicted of selling liquor to a drunken person, although the liquor had actually been sold without his knowledge by his servant, in spite of the express orders of the defendant that no drunken person should be served. It is obvious that a contrary interpretation of the law would almost entirely defeat the object of the statute, which forbids the selling of intoxicating liquor to a drunken person. For whatever good reasons, however, exceptions have been established to the rule that *mens rea* must be proved, the general soundness of the rule will be jealously upheld by the courts, and any addition to the number of such exceptions will only be made (as the judges pointed out in *Derbyshire* v. *Houliston*) where the Legislature has clearly indicated the intention that a man should be punished in spite of the fact that he had no guilty mind at the time he did the act complained of. In the statutory description of the act for the doing of which the appellant was convicted there is no such indication. On the contrary, there is a fairly clear indication of the opposite intention; for in section 27 the offence in question is joined and treated together with three other offences, the very essence of each of which is that it is done wilfully.

THE EXHAUSTIVE judgment delivered by BARNES, J., in the recent case of *The Ripon City* will be a valuable authority on maritime lien, a subject which is of great interest both theoretically and practically. The judgment was rendered necessary by the contention of the legal owners of the ship that a maritime lien can only arise and be enforced against a vessel when the legal owners are personally liable to the party seeking to enforce the lien. It is not a little singular that so fundamental a point as the connection between the action *in rem* and the personal liability of the owners should still be regarded as unsettled. How far the maritime lien itself is merely a creation of procedure it would not be easy to say, but at any rate since the judgment of the Privy Council in *The Bold Buccleugh* (7 Moo. P. C. C. 267) the lien has been recognized as an independent right, arising upon the occurrence of the circumstances to which it is due, travelling with the ship into whosesoever hands the ship comes, and only waiting for the action *in rem* to make it effective. The nature of the action *in rem* was dealt with by Sir FRANCIS JEUNE in *The Dictator* (1892, P. 304), and in accordance with the theory that the arrest of the ship was simply a means of compelling the appearance of the owners, it was held that, after they had appeared, the action might be prosecuted against them exactly like a personal action, with the result that execution in the action *in rem* was not limited to the value of the ship or of the bail, but might be enforced against the owners personally to the full extent of their liability. The present case of *The Ripon City* was, in a sense, the converse of this, the inquiry being whether any action *in rem* would lie when the shipowners were not under liability at all. But though the question has now been fully considered by BARNES, J., it is by no means new, there being numerous cases where a ship has been subjected to a lien under circumstances where no personal liability attaches upon the owners, where, for instance, damage has been done by a ship while under charter and in possession of the charterer (*The Ticonderoga*, Swabey, 215). On the other hand, the lien is not attributed to every wrongful act, so to speak, of the ship, for it does not arise where damage is due to the wilful default of the master (*The Druid*, 1 W. Rob. 391). Under these circumstances, BARNES, J., held that the liability of the ship—that is, the maritime lien—ordinarily coincides with the liability of the owners, but that it arises also in the absence of such liability if the owners have allowed the ship to be under the control of persons whom third parties are entitled to assume to be the owners. It is upon the same principle that liens are allowed to have precedence over mortgages where the mortgagee, who is the legal owner, has left the mortgagor in possession, and in *The Ripon City* the facts were such as to put the registered owners practically in the position of mortgagees. Hence, though the registered owners had no control, a maritime lien arose in favour of the master in respect of a liability incurred by him on behalf of the ship. The case also affirmed the efficacy of the present practice, under which the master is required to draw bills of exchange, and so become personally liable for necessaries supplied to a ship—usually coals—in order that the merchant supplying them may, indirectly through the master's lien, obtain the remedy against the ship which the English law will not give him directly. It would, however, as BARNES, J., at the conclusion of his judgment pointed out, be more satisfactory if the Legislature were to make definite provision for the claims of persons who supply necessaries to vessels.

IT IS pointed out in Davidson's Conveyancing that, where a settlement declares express trusts of one fund, and trusts of another fund by reference to such express trusts, it is desirable that the hotchpot clause should exclude a child taking under an appointment from participating without account, in terms which apply not merely to the particular fund of which trusts are expressly declared, but to all the settled property, so as clearly to give to the express and implied hotchpot clauses a cross-operation over the respective funds devolving in default of appointment (see 3rd ed., vol. 3, Part I., pp. 170, 171). The soundness of this advice is illustrated by the recent case of *Re Marquis of Bristol, Earl Grey* v. *Grey* (reported *ante*, p. 451). In that case express trusts were declared, by a marriage settlement, of a fund settled on behalf of the intended wife, with powers of appointment and a usual hotchpot clause as regards the unappointed part, and trusts by reference to this fund of another sum payable under a life policy settled by the intended husband. The first-named sum was, in the event, appointed for several children of the marriage unequally, but the policy moneys were not appointed; and the question arose whether the appointments of the first-named fund were to be taken into account or not in dividing the policy moneys. Was the case one in which the trusts declared of fund A extended to and governed fund B as if A and B together had, in the first instance, been so disposed of? *Hindle* v. *Taylor* (4 W. R. 62, 5 De G. M. & G. 577, at pp. 593-4) and *Trew* v. *Perpetual Trustee Co.* (43 W. R. 636; 1895, A. C. 264) were cited as authority for this construction. But these were cases of a will, and in each case of a will dealing with charges, and the principle underlying such cases, as explained in the judgment of the Privy Council in the last-named case, is merely that the court will not impute to a testator the intention of multiplying charges upon the trust estate, or trusts in the nature of charges, in the absence of anything in the will to shew such an intention. ROMER, J., thought that the two funds in *Re Marquis of Bristol* were quite distinct, and that the object of declaring trusts as to what was to happen as regards the policy moneys in default of appointment by reference to the other fund, was to save repetition, and not to aggregate for the purposes of the settlement the two funds, and, as it were,

to make them one. The court could not gather from the settlement that there was any such intention, and it was consequently held that the two funds must be treated as distinct for the purpose of hotchpot.

RATHER LATE in the day, we have received further information with reference to the bishop's grave at Lincoln's-inn to which we recently referred. Messrs. CRICKMAY & SONS, of 13, Victoria-street, Westminster, write that "no doubt the cause of the burial of Bishop LLOYD in Lincoln's-inn was the fact that he died in London and that he had been formerly preacher to the Honourable Society of Lincoln's-inn. For some years," they add, "there has been a gravestone forming part of the pavement on the outside of the railed-in crypt on which was an inscription similar to that mentioned in your extract. This stone had sunk below the level of the paving and was a receptacle for a pool of mud, so that the inscription could not be read. The family of the late bishop, noticing the untidy state of the stone, instructed us to have a granite slab prepared, which has now been done, but on removing the upper stone and preparing a foundation for the granite slab, another slab was found under the upper one with an inscription similar."

THE STATUTES OF LIMITATION AND REGISTERED LAND.

AN eminent authority on registration, Lord THRING, has recently expressed an opinion that the Statutes of Limitation ought not to apply to registered land; in other words, that however long a man and his predecessors in title may have been in possession of land, he ought to be liable to be ousted by the mere fact of some other person having been registered as proprietor. Great as is the weight of Lord THRING'S opinion, we consider that it is erroneous. In this article we shall endeavour to shew that no inconvenience will arise by allowing title to registered land being acquired by the operation of the Statutes of Limitation, and that, on the contrary, grave inconveniences will occur if those statutes are not to apply.

Where a man contracts to purchase land, he must ascertain before completion that the vendor will be able to transfer the ownership of the land to him; he must also ascertain that he will obtain possession at the time fixed for completion, or if the land is subject to leases or tenancies, that he will on completion become entitled to receive the rents, and that on the expiration of the leases or tenancies he will have the right to possess the land.

The inquiry as to title is entirely different from the inquiry as to possession, it is conducted by different persons—the one is made by lawyers, the other is made on the land itself by the purchaser or his agent. In the case of unregistered land, if the title is approved of, the result of the investigation takes the form following: "A., with the concurrence of B., can convey the land—*i.e.*, transfer the ownership, and the purchase-money has to be paid in specified shares to A. and B." If the land is registered, we arrive at the same result by the mere inspection of the register.

It will be observed that this result is arrived at without making any inquiry as to possession; it is arrived at in the case of unregistered land from the facts stated in the abstract, in the case of registered land from the facts known to the registrar at the time when he made the entry on the register; and in either case the facts that have to be considered are facts antecedent to the sale.

On the other hand, the inquiry as to possession is an inquiry as to the facts at the time when the sale is made. First let us consider the case where the purchaser is to have possession free from tenancies. In this case if the vendor himself is in possession the inquiry may cease, but if a stranger is in possession it is necessary to make the further inquiry whether he will yield up possession on completion. If he says that he will not, the purchaser cannot safely complete, whether the land is registered or unregistered, for as, owing to a fundamental rule of English law, no man can be deprived of possession of land without due process of law, the result of completing would be that the purchaser would, even assuming that the stranger was wrongfully in possession, be forced to bring an action to recover the land.

If the purchase is made subject to a tenancy, the purchaser must ascertain that the tenant holds of the vendor, and that he is in possession of the land sold. If the tenant says that he does not hold of the vendor, it will not be safe to complete, as the purchaser will be unable to obtain the rent without an action; if the tenant is not in possession of the land, it will not be safe to complete, because at the end of the tenancy the purchaser may not be able to acquire possession of the land without an action.

We need hardly say that the great part of the business in this country is conducted on the faith of the honesty of vendors—or perhaps we ought rather to say on the faith that they will act honestly in cases where, if they act dishonestly, they will probably be found out immediately—and that, therefore, no very elaborate inquiries as to possession are made in practice, as the risk of the vendor conveying land where a substantial part of it is not in his possession or that of his tenant is but small, though we have known of such cases in practice. The real risk is as to small pieces of land on the boundary having passed into the possession of the adjoining owner, and the careful valuer when he goes over the land always makes inquiry as to the boundaries.

If our view is correct, that the purchaser of registered land will decline to complete if he discovers that the land is in the possession of a stranger, it does not appear that the fact of a stranger acquiring title by length of possession is inconsistent with registration. The mere fact of the land being in the possession of a stranger who declines to give it up on completion renders it unsaleable.

The proper course appears to be to enable title to registered land to be acquired by the operation of the Statutes of Limitation, but to provide that a person who has acquired title by means of the statutes should be unable to deal with the legal estate until the register has been rectified and he has been placed on the register as owner.

We will now discuss some of the consequences of providing that the Statutes of Limitation are not to apply to registered land.

Land differs from all other corporeal property, inasmuch as the boundaries can only be ascertained by a comparison of the parcels as described in the conveyance or the register with the land itself. On the other hand, if you sufficiently describe a horse or a diamond locket, so as to shew which horse or which locket is intended, there can be no doubt as to the boundaries. In the case of land it is different. No description, however accurate, can determine the exact position in space of the boundaries. To take a case which at first sight is clear, "Brosley Farm, bounded on the south by the high road running from Oxford to London." The question, What is the mathematical line that divides Brosley Farm from the road? can only be decided by usage. If you can shew that the owner of Brosley has uninterruptedly enjoyed the land up to a certain line for the period prescribed by the Statutes of Limitation the land up to that line belongs to him. Now, suppose that both Brosley Farm and the road are registered land, and that the statutes are not to apply. The Brosley Farm means the land which was Brosley Farm at the time of first registration. So that it will be necessary to carry our inquiries back to that time, and if the registration was made with possessory title only, it may be necessary to carry it still further back, as at that time the only title to part of the land may have been a title exercised under the statutes.

It has often been pointedout (*ex. gr.* 10 *Law Quarterly Review* 366) that there are many cases where adjoining owners make small adjustments of their boundaries without any conveyance. Under the general law they each acquire title to the land that they take by the operation of the Statutes of Limitation, while, if the statutes do not operate they will never do so. It may be said that it is heir duty to take a proper conveyance or to have the register rectified; but in the case to which we refer the value of the land is so small that any costs are prohibitory.

There remain to be considered the cases which sometimes, though very rarely, occur where title to land of substantial value is acquired by the operation of the statutes. So far as our experience goes, cases of this nature arise from some blunder

in conveyancing, or from the parties, in order to avoid expense, neglecting to employ proper legal advice, and as a rule each person takes the land to which he is morally entitled, and if the error or omission is discovered in time, a proper conveyance is made. If the statutes are not to apply to registered land, and the blunder is not discovered till after the deaths of all persons who could throw light on the transaction, the title of the registered owner would necessarily prevail. Although we have no sympathy with those persons who are so foolish as to conduct transactions of this nature without legal assistance, we feel that the penalty for their folly would be too great.

It often happens, owing to the depreciation of land, that an unlucky mortgagee cannot get his interest. If he enters into possession he gradually acquires a title under the Statutes of Limitation. If the statutes are not to apply to registered land, the owner of a registered charge who enters into possession will never acquire title to the land, and owing to the rules of equity as to mortgagees in possession, will have for all time to keep his accounts as from the moment that he entered into possession.

There is a vast consensus of opinion both among moralists and judges as to the beneficial effects of these statutes (see 14 *Law Quarterly Review*, 362).

The Institute, a club which we need hardly say contains most of the leading conveyancers, in their report (printed in the appendix to the report of the Select Committee on the Land Transfer Bill, 1895) say, "A registered title should be subject to be defeated by the operation of the Statutes of Limitation (at present excluded by section 21 of the Act, which section should be repealed), and provision should be made to enable the registration in proper cases of titles founded on the statute when it has run." Of the thirty-one conveyancers who approved of the report, only two objected to this recommendation, and only one considered that it was absolutely fatal to the present scheme.

The result appears to be that no possible injury to anyone can arise by enabling title to registered land to be acquired under the Statutes of Limitation; that if this is not allowed much inconvenience and expense will be occasioned, and that the opinion of those conversant with dealings in land is largely in favour of the statutes being allowed to operate.

ESTOPPEL AS AGAINST COMPANIES.

THE publication of the judgments delivered in the House of Lords in the *Veuve Monnier case* (*Bloomenthal* v. *Ford*, 1897, A. C. 156) makes it interesting to refer once again to the remarkable course which that litigation took. As is well known, before VAUGHAN WILLIAMS, J., and the Court of Appeal the case illustrated in a most striking way the liability of every allottee of shares in a company to pay their full nominal value, notwithstanding that the certificate issued by the company represents them to be fully paid, unless, of course, they have been paid for otherwise than in cash under a duly registered contract; but the liability was enforced in such a manner as quite to defeat the intentions of the parties and to impose upon the holder of the shares a cruel and ruinous burden. In the House of Lords it was found to be unnecessary to apply the law with this strictness. Reasonable effect was given to the considerations which actually influenced the holder of the shares in allowing them to be placed in his name, and he was absolved from a liability which neither the company nor himself had ever contemplated that he should undertake.

The facts of the case may be stated very shortly. Veuve Monnier et Ses Fils was a company registered in 1890 as a company limited by shares. In February, 1894, the company applied to BLOOMENTHAL, who had been employed as their stationer, to lend them £1,000, and he verbally agreed to do so upon the terms that the company should give him their acceptance for £1,000, and that, as collateral security, he should have 10,000 of the company's fully paid £1 shares. In pursuance of this agreement BLOOMENTHAL advanced the £1,000, and received from the company their acceptance for that amount and ten certificates. Each certificate stated that BLOOMENTHAL was the registered holder of 1,000 preference shares of £1 each, and that on each of such shares the full amount had been paid. In April, 1894, BLOOMENTHAL made a further advance of £600, and in the same manner received 6,000 further shares as security. In November the company sold 200 of the shares at 17s. 6d. each, and BLOOMENTHAL executed a transfer to the purchaser and received from the company £20 in reduction of his loan. In 1895 the company was ordered to be wound up, and the liquidator placed BLOOMENTHAL on the list of contributories in respect of 16,000 shares. He applied to have his name struck out, and upon the hearing before VAUGHAN WILLIAMS, J., he stated in his examination that he did not know that the shares handed to him were part of the unissued shares for which the public had not applied, and that he always believed they were fully paid up until December, 1894, when he was told by a friend that they were not. He thereupon gave notice of an application to have his name removed from the list of shareholders, but the winding up occurred before the application could be proceeded with. The secretary of the company, who was also examined on the application before VAUGHAN WILLIAMS, J., said that the shares issued to BLOOMENTHAL were part of the company's unissued preference shares, and though he did not know whether he told BLOOMENTHAL this, he assumed that he understood it. Under these circumstances VAUGHAN WILLIAMS, J., refused the application, and his decision was affirmed by the Court of Appeal (LINDLEY, LOPES, and RIGBY, L.JJ.).

That BLOOMENTHAL, as the holder of the shares, was *primâ facie* liable to pay their full nominal value there could of course be no doubt. This is a liability which everyone who allows shares to be registered in his name undertakes. It may be rebutted, however, either by shewing that the shares have been in fact paid up, or that they have been registered in the holder's name under such circumstances that the company, and consequently also the liquidator of the company, is estopped from saying that the shares have not been paid up. The doctrine of estoppel as applied to shares is well established, though ordinarily it has been applied in favour of transferees of shares, and not in favour of the original allottees. A transferee of shares who takes them on the faith of a certificate which states that they are fully paid up is completely protected by the certificate, and, unless it can be shewn that he had actual knowledge to the contrary, the company cannot afterwards allege as against him that the shares were not paid up (*Burkinshaw* v. *Nicholls*, 26 W. R. 819, 3 App. Cas. 1004). Until recently it was doubtful whether the estoppel was not confined to cases of transferees, and whether the doctrine could at all be invoked in favour of an allottee. But in principle there is no distinction between the two cases, the sole necessary test for the application of the estoppel being that the holder of the shares was justified in relying on the representation of the company. Hence in *Parbury's case* (44 W. R. 107; 1896, 1 Ch. 100), where the allottee understood that the shares were paid in full and had no reason to suspect the contrary, the company's certificate to that effect was held to be conclusive in his favour. In that case the amount due on the shares had been in fact paid by the allottee, though it was intercepted before it reached the company.

The sole question, therefore, in BLOOMENTHAL's case was whether the liquidator of the company was, under the circumstances, estopped from alleging that the 16,000 shares had not been paid up. On the face of the transaction it was clear that BLOOMENTHAL never contemplated undertaking any such liability as the acceptance of 16,000 unpaid shares of £1 each would imply. He was advancing money to the company, and the shares were intended to operate as security for the advance, not to involve the lender in liability for a further and vastly larger sum. Moreover the agreement with the company was for the handing over of "fully paid shares," and the certificates for the shares purported to shew that the agreement in this respect had been complied with. Nevertheless the Court of Appeal held that the estoppel did not apply. BLOOMENTHAL, it was said, knew that the shares were the company's shares, and that he had not paid for them. Hence it was concluded that, if he had thought about the matter at all, he must have known that the statement in the certificate could not be true. VAUGHAN WILLIAMS, J., had gone further, and had held that BLOOMENTHAL actually knew that he was allottee of the shares, and that the shares were not paid for. LINDLEY, L.J., was content to

leave it as a matter of inference. BLOOMENTHAL did not know, but if he had reasoned the transaction out, he must have come to the conclusion that the shares were not paid, and the knowledge to which he would thus have attained was the knowledge which ought to be attributed to him. The same view was taken by LOPES and RIGBY, L.JJ., though not without regret at the serious consequences for BLOOMENTHAL. His honesty in saying that he did not know that the shares were not paid up was admitted; but the honesty of the statement went for nothing when opposed to the inference which in the view of the court he ought to have drawn from the known facts.

The judgments in the House of Lords allow far more weight to the representation of the company, and to the belief which such representation actually produced in BLOOMENTHAL'S mind, and far less to the inference which, had he thought out the whole matter with the acuteness of a trained lawyer, he might have been expected to draw. "It appears to me," said Lord HALSBURY, C., "that the company who obtained his money upon the distinct representation that what they were about to give him were 'fully paid up shares,' obtained it by a misrepresentation of a fact which he had a right to believe and act upon; and, in my view, he did believe and did act upon, and parted with his money upon the belief that he had got that security." In the view of the law lords the decision of the Court of Appeal rested upon two fundamental errors. BLOOMENTHAL, after he had received a specific representation from the company that he was to have fully paid shares, was entitled to act upon it without careful examination whether it could be true or not, and even if he had carefully examined it, it was by no means necessary that he should have come to the conclusion that it was not true. "I cannot think," said Lord HERSCHELL, "that, where an unequivocal statement is made by one party to another of a particular fact, the party who made that statement can get rid of the estoppel which arises from another man acting upon it by saying that if the person to whom he made the statement had reflected and thought all about it he would have come to see that it could not be true." And while the notion that BLOOMENTHAL ought to be punished because he did not follow out in imagination all the consequences of accepting shares from the company was thus scouted, Lord HALSBURY and Lord HERSCHELL and Lord MACNAGHTEN all agreed that, even if he had thought carefully about the matter, it was not by any means essential that he should come to the conclusion that the shares could not have been fully paid up. Various modes were suggested in which the company might have had the control of fully paid shares for the purpose of borrowing money upon them—where, for instance, a person entitled to fully paid shares is desirous of helping the company by placing the shares at its disposal for this purpose—and as soon as the possibility of such a state of things is admitted, the reasoning upon which the decision of the Court of Appeal was based falls to the ground. In the result, therefore, BLOOMENTHAL was held to be entitled to the benefit of the estoppel as against the company, and the extremely harsh liability which had been imposed upon him by VAUGHAN WILLIAMS, J., and the Court of Appeal was avoided.

LEGISLATION IN PROGRESS.

DETENTION OF JURIES.—The Juries Detention Bill, which has passed the House of Commons, has, on the motion of Lord COLERIDGE, been read a second time in the House of Lords, but at a later stage it will probably undergo considerable alteration. As it stands, the Bill provides that upon trials for felony the court may, if it see fit, permit the jury to separate *for the purposes of rest and refreshment*, but Lord RUSSELL OF KILLOWEN took exception to this restriction on the discretionary power of the court. In the middle of the trial, he pointed out, the judge might be taken ill, or might be compelled to adjourn for the purpose of the attendance of a witness; or other circumstances might make it reasonable that the jury should be allowed a brief interval to go to their homes. None of these cases would be covered by the language of the Bill. As to the objection against giving this discretionary power to the judge, he thought the short answer was this—that, if there were cases in which it was right that the jury should be allowed to separate and cases in which it would not be proper, he could not see who was to exercise the discretion unless it were the judge who had all the circumstances before him. Little as the judges cared to have increased discretionary power, he did not think this was a case in which they ought to shrink from the exercise of that power. The Lord Chancellor agreed that the above limitation on the discretionary power was improper, but he was in favour of introducing an exception in capital cases, and he suggested that the House would at a later stage have seriously to consider whether or not on trial by jury of a person whose life was at stake, and who was possessed of considerable means, it would be desirable to leave the discretion to the judge rather than to make it part of the law. It might be worth everything to the person to procure disagreement among the jury; and he might cause the jury to be shadowed in some way or other, in order that by the expenditure of a large sum of money he might bring about such a disagreement. The possibility of such a temptation ought not be presented. When the Bill got into Committee, he should move amendments directed to this and other points. At present the only question was whether the Bill should be read a second time, and as he entirely agreed with the general object of the Bill he supported the second reading. Lord HERSCHELL said that he agreed that the Bill should be read a second time, and that in Committee it would require consideration. The point mainly was whether they should in all cases leave it to the discretion of the Judge, or whether there was a certain class of cases in which the present system should continue. He did not intend to express an opinion about it, although he did not see that there would be serious objection to excluding cases of murder from the scope of the Bill.

REVIEWS.

PRACTICE OF THE SUPREME COURT.

A MANUAL OF THE PRACTICE OF THE SUPREME COURT OF JUDICATURE IN THE QUEEN'S BENCH AND CHANCERY DIVISIONS. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. SEVENTH EDITION. Stevens & Haynes.

With respect to this useful manual it is necessary to do little more than refer to the fact that it has now reached the seventh edition. The first edition was published in 1878, and the steady demand which has called for successive editions is the best evidence of the popularity which it has attained. To students it is extremely useful to have a work thus setting out succinctly and in clear language the outlines of the procedure obtaining in the Supreme Court, and, moreover, Mr. Indermaur has not indulged an idle hope in suggesting that the book will be of service also to practitioners. The "Annual Practice," backed up by the reference to the reports, is, of course, essential when any special point has to be investigated, but something less than this is often sufficient, and the practitioner will find the ordinary routine of an action very conveniently set forth here. We are still waiting for the promised new rules, and since the last edition no very considerable changes have been effected, but Mr. Indermaur has carefully incorporated such new matter as has arisen. He refers, for instance, to R. S. C., ord. 16, r. 1, in the new form which has recently been introduced so as to avoid the difficulty placed by *Smurthwaite* v. *Hannay* (43 W. R. 113; 1894, A. C. 494) in the way of joining plaintiffs who are suing in respect of the same transaction, though with different causes of action; and he describes the practice in regard to paying money into court under the Life Assurance Companies (Payment into Court) Act, 1896. This new edition will be as serviceable as its predecessors.

BOOKS RECEIVED.

The Conveyancing Acts, the Vendor and Purchaser Act, and the Trustee Acts. By AUBREY ST. JOHN CLERKE, B.A., and the late THOMAS BRETT, LL.B. (London University), B.A., Barristers-at-Law. Fourth Edition, by AUBREY ST. JOHN CLERKE, Barrister-at-Law. Butterworth & Co.

The Law relating to Fraudulent Conveyances under the Statutes of Elizabeth, the Bankruptcy Acts, and the Voluntary Conveyances Act. By ARTHUR JOSEPH HUNT, Esq., Barrister-at-Law. Second Edition, by WILLIAM COUNSELL PRANCE, B.A., Barrister-at-Law. Butterworth & Co.

A Summary of the Principles of the Law relating to the Formation of Simple Contracts, and to the Rights and Obligations attaching thereto. By CLAUDE C. M. PLUMPTRE, Esq., Barrister-at-Law. Second Edition. Butterworth & Co.

A Quarterly Digest of all the Reported Decisions in all the Courts. By JOHN MEWS, Barrister-at-Law. Stevens & Sons (Limited).

Mr. Justice Byrne and Mr. Justice Ridley were to proceed to Windsor Castle on Friday in order to receive the honour of knighthood at the hands of the Queen on their recent appointment as judges.

CORRESPONDENCE.

MODERN JUDICIAL TENDENCIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is a common opinion that the decisions of modern judges are founded upon broader and more liberal principles than those of their predecessors. But the grounds of this opinion are never stated, and I incline to think that it is altogether erroneous. The modern judicial tendency seems to me to be distinctly in the opposite direction. And I proceed to give some illustrations of its narrowness.

1. The excellent maxim, *est boni judicis ampliare jurisdictionem*, has ceased to prevail even on the Chancery side. Lord Ellesmere, or one of his immediate successors, acting on that maxim, created the equity of redemption; and for some two hundred years afterwards the Chancellors (notwithstanding Selden's taunt about the length of their feet, and the roguishness of equity) did not hesitate to create other equities innumerable, to the great advantage of the people. What would Lord Ellesmere have done with a bill by an infant reversioner for maintenance out of his reversion? Would he have told the plaintiff to apply to the overseers of the poor? that there was no jurisdiction? And if Lord Ellesmere would have done otherwise, why should not a modern Chancery judge do otherwise? It is true that so distinguished and courageous a judge as the late Master of the Rolls has spoken of equitable jurisprudence as a crystallized system, but he, as a comparatively modern judge, could not wholly escape from the narrowing spirit which has dominated his successors.

2. Consider the position at the present day of what are called precatory trusts. These the judge of to-day declines to enforce, on the ground that they bind only the conscience of the trustee. In the days of Richard the Second Bishop Waltham assumed jurisdiction to enforce trusts on that very ground—viz., that they bound the conscience of the legal owner. The modern attitude towards trusts of this description is in direct opposition to the principle on which the bishop himself—the founder of trusts—acted. It is equivalent to negation in principle of the possibility of the existence of an enforceable trust.

3. Even the common law judges of former times declined to admit that words of limitation were required in a will for the purpose of passing an estate of inheritance. They were satisfied with an indication that the testator's intention was to pass such an estate. The Chancery judges and doctors of former times held that a like indication in a deed was sufficient to pass an equitable estate of inheritance. But that is all changed now: see *Re Whiston's Settlement* (1894, 1 Ch. 661), which is an especially remarkable illustration of narrowing tendency, because it was decided by so learned and wise a judge as Mr. Justice Chitty, and because he was not obliged to decide it as he did.

4. Nothing is more common than to find in a judgment upon the construction of a will some general observations upon the duty to decide the question according to the intention of the testator. Sometimes these observations run to great length, and occasionally they ungenerously imply or express disapproval of a supposed former tendency to decide such questions without regard to intention. When or how or by whom in particular that tendency was manifested I have never been able to ascertain. In theory, at any rate, the testator's intention has always been the guiding principle, though of old there was certainly apparent a prudent disinclination—now rapidly, and, as I think, unfortunately, disappearing—to give effect to mere guesses at his meaning. It is true that there were, and still are, some rules applicable to the construction of a will which were established with a view to the simplification and systematization of this difficult branch of law—rules founded upon what might be presumed to be or to be likely to effectuate the common intention of testators, in default of the expression of a definite and particular intention. The prevailing notion at present is to treat these rules with contempt. But how is that notion consistent with due respect to the law, which in this country is as much the creation of judges as of the Legislature? How is it consistent with due regard to the convenience of mankind, which is served by fixity of established rules of law, and is hindered by its fluctuations and uncertainties, not less when the problem to be solved is the construction of a will than when it is the construction of a statute?

5. So again, when the point involved upon the construction of a will is of a nature which cannot be referred to any general rule, the citation of an authority or decided case is scouted almost as though it were an impertinence. But the case is not (or ought not to be) cited as an authority upon the point; it is (or should be) cited as an illustration of the mode in which the point ought to be dealt with, because in it a similar point was dealt with by some older judge—perhaps of the highest mental powers and distinction—as a guide and assistance to the judge who has to decide the point immediately in question. Assuredly the refusal to listen to the case is not due to arrogance or indolence, but it suggests both. And assuredly also the result is to introduce confusion and contradiction into the law, to multiply actions, and to increase costs.

I could give other instances of what I conceive to be the narrowness of modern judicial tendencies, but I have said enough for my purpose.

M. G. D.

BILLS OF SALE LAW ADMENDMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the Queen's Speech at the opening of the present Session promise was made of the introduction of Government Bills for the amendment of the law of Bills of Sale and of Land Transfer.

Now, we have heard a great deal about Land Transfer but nothing as to Bills of Sale Law Amendment. Do you know what has become of the latter subject?

JOHN MILLER & SON.

Bristol, May 11.

[We are not aware that any Government Bill has been introduced on the subject.—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

REMMINGTON *v.* **SCOLES.** No. 2. 7th May.

PRACTICE—PLEADING—MOTION TO STRIKE OUT—FRIVOLOUS AND VEXATIOUS—ABUSE OF THE PROCEDURE OF THE COURT—FACTS ADMITTED BY DEFENDANT IN PREVIOUS PROCEEDINGS—FACTS NOW DENIED BY DEFENCE—AFFIDAVIT EVIDENCE.

This was an appeal from an order made by Romer, J., striking out the statement of defence in the action, and allowing the defendant within ten days to put in a fresh defence. The defendant had by his defence in general terms denied or refused to admit all the material allegations of the statement of claim. The plaintiff then applied to strike out the statement of defence, and supported his application by affidavit evidence, shewing that in previous interlocutory proceedings in the same action all the principal allegations of the statement of claim (now denied or not admitted by the defendant) had been sworn to by the plaintiff, and that all of them except certain specific allegations of fraud on the defendant's part had been admitted, while the charges of fraud had never been denied. Romer, J., held that on such an application affidavit evidence was admissible, and after considering the evidence, made the order already stated. The defendant appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) dismissed the appeal, giving the defendant a week peremptory to deliver a new defence.

LINDLEY, L.J., said: There is, I think, no doubt that what Romer, J., has done in this case is a very unusual and a very strong thing to do. Certainly it cannot be said as a general proposition that a defendant cannot put in a defence denying all the allegations of the statement of claim; and the learned judge has quite rightly recognised the rule illustrated by *Hilligo v. O'Farrell* (8 L. R. Ir. 158) that the court will not inquire as to the truth or falsehood of the allegations in the defence. But the ground on which the learned judge has made this order is that this defence is a mere sham; that the character of the whole defence can be seen from, and is stamped by, those first three paragraphs, which are plainly mere sham, and which give character to the whole of the pleading. I think the learned judge has not gone wrong when he says that this is a defence which never ought to have been put in. It is not an honest defence at all. If the defendant has an honest defence, which probably he has not, he is at liberty, under Romer, J.'s order, to put it in; but the learned judge says that it will not do, in the circumstances, for the defendant simply to deny everything. He must give some explanation of the grounds of his denial. I think the learned judge was quite right, and that the appeal must be dismissed, and dismissed with costs.

LOPES, L.J., said: I am of the same opinion. The learned judge observed upon this case that it is an exceptional case, and I think it is. Such an application as was here made by the plaintiff could be dealt with in the way the learned judge has dealt with it only where the circumstances are exceptional. But where the circumstances are exceptional we are entitled so to deal with the application on account of the inherent jurisdiction of every court of justice to prevent an abuse of its procedure. I think this defence, if allowed to stand, would be an abuse of the procedure of the court. I desire to add this remark. To invoke this kind of jurisdiction it is, of course, not enough that the court should think the defence improbable or false, because to make such an order on that ground would involve trying the case before its time, and trying it on affidavit evidence. But what the learned judge thinks here—and I think he is right—is that, having regard to the character of this defence, and to what he otherwise knew about the case, he could not but come to the conclusion that the defence was a sham defence, and one which had been set up not honestly and *bonâ fide* as a substantial defence to the action, but for purposes of delay. I think, therefore, that the appeal should be dismissed.

RIGBY, L.J., said: I do not wish in any way to infringe upon the salutary rule that a defendant has a right to put in issue any fact he pleases, and to have the question tried in the regular manner before the court; and that the court must try the question in the regular manner even though it may be reasonably satisfied, or quite satisfied, that the

defence is untrue. The court will not strike out a pleading merely on that ground. But if the court sees that the facts are not really in dispute, and that the defence which has been put in has no relation to the merits of the case, but is a mere sham defence, then, of course, the court has jurisdiction, and in such a case I think it ought to exercise its jurisdiction, to have that sham defence taken off the file. I think this is a case clearly of that kind, and on that ground I think the decision of Romer, J., ought to be upheld.—COUNSEL, *Frank Russell; George P. C. Lawrence.* SOLICITORS, *George Clark; Darley & Cumberland.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

FITZGERALD *v.* **FIRBANK.** No. 2. 10th May.

EXCLUSIVE RIGHT OF FISHING—GRANT OF LEASE OF—CONSTRUCTION—POLLUTION OF STREAM—TRESPASS—DAMAGES.

This case raised an interesting question as to the effect of a grant of an exclusive right of fishing. The action was brought by the plaintiffs, the trustees of the True Waltonian Society, for an injunction to restrain the defendant from polluting the rivers Chess and Colne with London clay, gravel washings, and other suspended matter, so as to injure the plaintiffs' fisheries, and for damages. The plaintiffs derived their title to the fisheries under two leases, dated respectively the 25th of March, 1891, and the 27th of April, 1895, from Lord Ebury and Mr. Shakell, by each of which the lessees were granted an exclusive right of fishing within certain portions of the river Colne in Hertfordshire, to the extent of fair rod and line angling, with power to net for fish bait. The lessees also agreed to keep down the weeds in the river, and to attend to the banks and to stock with fish, and they had in fact expended considerable sums in so stocking the river. Kekewich, J., by whom the action was tried, found as a fact that the defendant had caused stuff to be discharged into the river to the injury of the fish, and also that the fish were not, as they should be, on the spawning beds, so as to produce fry for the next season, and that an injury had been done to the spawning beds, and these findings were not disputed by the appellants. The learned judge refused to grant an injunction, as the defendant's wrongful acts had come to an end, but granted the plaintiff £130 damages and costs. The case in the court below is reported *ante*, p. 127. The defendant appealed, but the appeal was dismissed with costs.

LINDLEY, L.J., referred to the facts, and said that the real question for decision was, what was it that was granted by the words "an exclusive right of fishing." Counsel for the appellants had argued that that did not extend to a right to take away the fish when caught, but no authority for that proposition had been brought before the court. His lordship referred to the case of *Smith* v. *Kemp* (2 Salkeld 637), where it is said that "*libera piscaria* is where the right of fishing is granted to the grantee, and such a grantee hath a property in the fish, and may bring a possessory action for them without making any title." A right of fishing therefore included a right to take away fish. Such a right was something a good deal larger than a mere easement. It was of such a nature that the person who enjoyed it had such possessory rights as to entitle him to bring an action of trespass at common law. What had the defendant here done? He had not challenged the plaintiff's title to fish, but he had done that which would prevent the plaintiffs from exercising their rights at all. The acts of the defendant had damnified the plaintiffs to this extent, that he had driven away the fish. Was that a *damnum sine injuria?* It could not be so if the plaintiffs had such rights as his lordship had stated. What right had the defendant to foul the river to the damage of anybody who had rights in the river? In his lordship's opinion the defendant had none, and the decision appealed against must be affirmed, and the appeal dismissed with costs.

LOPES and RIGBY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Bramwell Davis*, Q.C., and *Kenyon Parker; Warrington*, Q.C., and *Ashton Cross.* SOLICITORS, *Bircham & Co.; Arthur Price.*

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

Re **MONTAGU, DERBISHIRE** *v.* **MONTAGU.** No. 2. 12th May.

JURISDICTION—SETTLED LAND—LONDON LEASEHOLDS—RAISING OF MONEY BY TRUSTEES ON MORTGAGE FOR PURPOSE OF REBUILDING—PERMANENT BENEFIT.

Appeal from a decision of Kekewich, J. (reported *ante*, p. 350, and 45 W. R. 380). The trustees of a settlement took out an originating summons for the determination of the following questions: (1) Whether, in the opinion of the court, it will be for the benefit of the infant defendants (and others as therein stated) that the messuages and premises, Nos. 82, 83, and 82a, Grosvenor-street, and No. 130, New Bond-street, in the parish of St. George's, Hanover-square (being part of the property comprised in the settlement), should be taken down and rebuilt at a cost not exceeding £8,500, to be raised by a mortgage of the whole or part of the property comprised in the settlement; (2) whether the plaintiffs were at liberty to raise the sum not exceeding £8,500 required for the purpose of such taking down and rebuilding by a mortgage of a part or the whole of the property; (3) costs. The settlement was, broadly, in favour of Philip Montagu for life, and on his death for his children as he should appoint, and in default of appointment for his children in equal shares. It was proposed to pull down the whole of the premises, long leaseholds, which were old and out of date, and to build on the site, which was an important corner, first-class shops, fitted with all modern requirements. There was no power in the settlement enabling the trustees to do this, though they had power to obtain renewed leases, from time to time, of the premises from the lessors, the Corporation of the City of London, and were at liberty to raise by sale or mortgage of the premises such sums as should be required to meet the fine or other expenses of renewal, including the costs of repairing, reinstating, or rebuilding. The premises had been surrendered and a fresh lease taken from the Corporation for a term of eighty years from the 25th of March, 1894, without any fine. The parties to the application were the two trustees, the tenant for life and his wife, and two infants, children of the tenant for life. It was estimated that the proposed improvement would increase the saleable value of the property from £19,000 to £32,000, and its rental in proportion. Kekewich, J., held that the court had no jurisdiction to sanction the raising of money by mortgage of the settled land for the purpose of pulling down and rebuilding houses thereon, even though the value of the settled land would be greatly increased thereby. The defendants, the tenant for life and remaindermen, appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that none of their lordships would say that they had jurisdiction. Parliament had never gone so far as to cure this blot on the jurisdiction. If the parties had been of age they could have done it themselves, but no authority went the length of saying that the court could sanction it. *Frith* v. *Cameron*, 19 W. R. 886, L. R. 12 Eq. 169 went to the very extreme, but not far enough. With regard to *Hibbert* v. *Cooke*, 1 Sim. and S. 552, his lordship did not understand the principle on which it was decided. He regretted the state of the law, and the result was that the appeal must be dismissed with costs.

LOPES, L.J., said he had very little doubt that if this could be done, an increase of income would be secured. It was perfectly clear that there was no provision in the settlement for it, and no power could be got from the Settled Land Acts. It was said that the court had power, because it would be vastly for the benefit of the infants, but his lordship did not think that that was enough. Kay, J., pointed out in *Re Jackson, Jackson* v. *Talbot*, 31 W. R. Dig. 204, 21 Ch. D. 786; that the jurisdiction was only exercisable in cases of actual salvage, and this could not be so. Kekewich, J., was right in not assuming a jurisdiction which the court did not possess.

RIGBY, L.J., was of the same opinion. If the Chancery Division had jurisdiction, it must be conferred by Act of Parliament, and must not be assumed. Section 70 of the Conveyancing and Law of Property Act, 1881, was not intended to make the exercise of the jurisdiction any less careful than it was before.

Appeal dismissed.—COUNSEL, *Warrington*, Q.C., and *H. E. Wright; T. A. Nash; B. B. Rogers.* SOLICITORS, *Cree & Son; Wood, Bigg, & Nash.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

NICHOLSON *v.* **BROWN.** Stirling, J. 5th, 6th, and 7th May.

SPECIFIC PERFORMANCE—ALTERNATIVE CLAIM—AMENDMENT OF PLEADINGS.

This was an action to enforce an agreement by the defendant to accept a lease of a shop known as Robinson's Premises in Blyth. The defendant declined to take the premises, and the plaintiff issued the writ in the action. Subsequently to the issue of the writ the plaintiff's solicitors wrote to the defendant renewing the offer, and saying that if the defendant declined to accept the plaintiff would let the premises and limit his claim to damages. The defendant did not accept the offer, and the plaintiff let the premises. When the case was opened on behalf of the plaintiff it was stated that the claim would be limited to damages. The pleadings, however, had not been amended, and no leave to amend was asked at this stage of the case. On the close of the plaintiff's case an objection was taken on behalf of the defendant that the claim for specific performance having failed through the plaintiff's own act, and the plaintiff's case having been closed without leave to amend being asked, the claim for damages must fail too. This objection was based on the decision in *Hipgrave* v. *Case* (28 Ch. D. 366, 33 W. R. Dig. 52). Stirling, J., decided, without prejudice to the objection, to hear the defendant's witnesses. In his reply the counsel for the plaintiff asked leave to amend.

STIRLING, J.—An objection has been taken on behalf of the defendant, based on *Hipgrave* v. *Case*, and I have to dispose of that objection. I am asked to give leave to amend. Now, *Hipgrave* v. *Case* was decided in the Court of Appeal, and it seems to me that their decision was based on the fact that no application for leave to amend was made at the trial in the court below. In the present instance the learned counsel for the plaintiff has asked for leave to amend. Ought I to give leave? And, assuming that I ought, on what terms? The first question is whether any injustice will be done by granting leave. I have had before me every witness who could give evidence on any material point except one. It is possible that in one view of the case there may be absence of evidence as to the damage incurred by the defendant in that particular case. If anything were to be done now which would shut out the defendant from being able to adduce such evidence I should refuse to grant this application. I cannot, however, see that any injustice can be done to the defendant by the absence of evidence on this question of damage if this question of damage be reserved. Then, as to the terms on which leave will be granted, I will give leave to amend provided that the defendant is to be in such a position as to be able to avail himself of every means of defence which would have been open to him if this action had been an action at common law for damages.—COUNSEL, *Graham Hastings*, Q.C., and *Scott Fox*; *P. Beale*, Q.C., and *Jason Smith.* SOLICITORS, *Torr & Co.*, for *T. & R. Nicholson*, Morpeth; *A. A. Nowell*, for *R. Jacks*, South Shields.

[Reported by J. L. STIRLING, Barrister-at-Law.]

Re **BALD, BALD** *v.* **BALD.** Byrne, J. 8th May.

CONFLICT OF LAW—SCOTCH LAW—DOMICIL—GENERAL POWER OF APPOINTMENT—CREDITORS.

Originating summons by the trustees of John Bald, late of Monzie Castle, near Crieff, to have it determined to whom a sum of £2,000, part

of the estate, belonged. John Bald made a trust disposition and settlement in 1879 in Scotch form, called in the case his "will," with codicils (the last in 1884), and thereby settled shares of residue upon his children, with power to apportion such shares respectively among their children and "with power to dispose by way of legacy to the extent of £2,000 sterling thereof to any other persons my said children may choose." John Bald died in June, 1885, and his will and codicils were proved in England. He left several children, one of whom was Edward William Bald. In 1807 E. W. Bald borrowed from his brother, R. B. Bald, £2,000 upon a written promise to pay back the advance by a legacy in his will. He also borrowed of J. B. Harvey a sum of £500 upon similar terms. By his will, made in 1890 in English form, after reciting the power of appointment aforesaid, E. W. Bald directed that in the event of his being indebted to J. B. Harvey at his death, and of his general estate being insufficient to pay such indebtedness in full, the trustees of his father's will should stand possessed of so much of the £2,000 as should be required to make up the amount of the deficiency of his estate in trust for J. B. Harvey in payment of the debt due to him. He made a similar direction with regard to the debt due to R. B. Bald. These debts were still owing at his death. He died insolvent, the Bank of Liverpool (Limited), one of the defendants, being one of his creditors. The other defendants were the executrix of E. W. Bald, and R. B. Bald and J. B. Harvey. It was admitted that John Bald was at the date of his will a domiciled Scotchman, and it was assumed for the purpose of the argument that E. W. Bald was a domiciled Englishman. It was also admitted that, according to Scotch law, the exercise of the power of appointment by E. W. Bald did not make the £2,000 assets for his creditors, whether he was a Scotchman at the date of his will or not. It was contended for R. B. Bald and J. B. Harvey that the law of Scotland applied, and that the appointments were valid. For the bank it was said that the English law applied, and that the exercise of the power made the legacy general assets. The appointees further contended that even if the English law did apply, as the appointment was for value, it was valid against the creditors; but it became unnecessary to decide this question.

BYRNE, J., held that as the appointment was under a power created by the will of a domiciled Scotchman, the Scotch law applied, and consequently the appointments were valid, and the legacy was not creditors' assets.—COUNSEL, *Hughes; Eve*, Q.C., and *Dauney; H. Wace; Astbury*, Q.C., and *C. E. E. Jenkins*. SOLICITORS, *E. F. & H. Landon; C. W. Dommett & Sons; Batesons, Warr, & Wimshurst* (Liverpool); *Alsop, Stevens, Harvey & Crooks* (Liverpool).

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

COLEMAN v. BUCKS AND OXON UNION BANK. Byrne, J. 5th May.

BANKER AND CUSTOMER—TRUST MONEY—NOTICE OF TRUST—PAYMENT OF TRUST MONEY TO CURRENT ACCOUNT.

This was an action in which the plaintiffs sought a declaration that the defendant bank was liable to make good the sum of £1,411 2s. 2d., with interest. The facts of the case are as follow: James Gurney, who had a private banking account at the Chesham branch of the defendants' bank, was the sole surviving trustee of the will of Thomas Bovingdon, who died in 1878. In 1892 a sum of £1,411 2s. 2d., forming part of the trust estate, was paid by certain solicitors, under Gurney's direction, into the High Wycombe branch of the London and County Bank, with instructions to credit Gurney's account at the Chesham branch of the defendants' bank with the amount. The defendants were advised at their branch bank at Chesham by their London agents, the London and Westminster Bank, of the receipt of a sum of £1,411 2s. 2d. by an advice note, which was as follows: "On whose account—James Gurney (trust). By whom paid—Parker & Williams, High Wycombe. £1,411 2s. 2d." The money was placed to the credit of Gurney's account, and he was advised of the fact in the usual way. The bank manager admitted that he was aware that the money was paid into the bank in respect of a trust account, but he stated that without instructions from his client, he did not feel justified in opening a separate account. Gurney never gave any instructions for the opening of a trust account. At this time Gurney was in a large way of business, and by an arrangement with the bank was allowed, in respect of certain deposited securities, to overdraw to the extent of £2,000. At this time his account was overdrawn to the extent of £1,694 11s. 1d. The trust money was applied by the bank to the reduction of the overdraft. In 1895 Gurney was adjudged a bankrupt, and the plaintiffs were appointed trustees of the will.

BYRNE, J., held that the bank were, under the circumstances, not liable to make good the loss, and dismissed the action.—COUNSEL, *Eve*, Q.C., and *Tanner; Birrell*, Q.C., and *Procter*. SOLICITORS, *Letts Brothers*, for *Parker & Williams*, High Wycombe; *H. P. & J. H. Cobb*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Winding-up Cases.

Re **LONDON METALLURGICAL CO. (LIM.).** Vaughan Williams, J. 10th May.

COMPANY — WINDING-UP — DEBENTURE-HOLDERS ACTION — TAXATION — LIQUIDATOR IN BOTH PROCEEDINGS—ACTIONS AGAINST CONTRIBUTORIES.

This company was being wound up, and there was also an action on the part of the debenture-holders to enforce their security, which covered the uncalled capital of the company. The liquidator was the same in both proceedings. The liquidator had taken out a summons and obtained an order from Vaughan Williams, J., dated 29th May, 1894, authorising him in general terms to take proceedings to get in the uncalled capital. He had done so by commencing actions against many of the contributories. The official receiver now applied by summons for an order to review the liquidators' costs in these actions on the ground that, under section 12 of the Companies (Winding-up) Act, 1890, it was necessary for the liquidator to obtain the leave either of the court or of the committee of inspection before commencing these actions, and that such leave had not been obtained—that the liquidator did not obtain the sanction of the court or of the committee of inspection before employing a solicitor in such actions, and that if the order above referred to did enable him to commence such actions and to employ a solicitor, then that the costs authorized to be incurred were limited to £100. The taxing-master had disallowed all these objections.

VAUGHAN WILLIAMS, J., held that the order of 29th May, 1894, did not relieve the liquidator from the further obligations imposed on him by section 12 of the Act of 1890, as it only authorised him to take general proceedings, and left it to the court to say what they were—that there should have been an authority naming the solicitor; that at the commencement of the proceedings there had been no sanction by the committee of inspection, though afterwards there was. Part of the costs would be disallowed.—COUNSEL, *Ingle Joyce; Buckley*, Q.C., and *Montague Lush*. SOLICITORS, *Solicitor to the Board of Trade; Grant, Bulcraith, & Co.*

[Reported by C. W. MEAD, Barrister-at-Law.]

High Court—Queen's Bench Division.

DERBYSHIRE (Appellant) v. HOULISTON (Respondent). Div. Court. 6th May.

FOOD ADULTERATION — BUTTER — FALSE WARRANTY — "MENS REA"—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 63), s. 27.

This was an appeal by case stated from a conviction under section 27 of the Sale of Food and Drugs Act, 1875. The case set out the following facts: The appellant purchased a quantity of butter from a person named Maloney with a warranty in writing that it was pure butter. On the 8th of September one Martin Hopkins bought some of this butter from the appellant and received from him the same warranty as to its being pure butter. On the 16th the respondent, who was an inspector under the statute, purchased from Hopkins a sample of the butter which was exposed for sale and marked "Pure Butter, 10d." Upon analysis the butter was found to contain 23 per cent. of water. The inspector then instituted proceedings against Hopkins under section 6 for having sold adulterated butter. Hopkins proved that he had purchased it from the appellant with a written warranty, and the summons was dismissed. The inspector then took proceedings against the appellant under section 27 of the Act of 1875 for having given a false warranty in writing in reference to an article of food sold by him. The appellant proved that he had purchased the butter from Maloney with a written warranty that it was guaranteed "Pure Irish Butter," and the magistrates found as a fact that when the appellant sold it he had no reason to think the butter was of other quality than that which had been warranted. The magistrate was of opinion that the proof of warranty would have been a good defence to these proceedings had they been instituted by a purchaser, but he considered that in proceedings like the present it was unnecessary to prove that the appellant, when he gave the warranty to Hopkins, knew that it was false, and that on the facts proved the appellant was not entitled to the protection afforded by section 25 of the Act. Counsel on behalf of the appellant contended that the conviction was bad and ought to be quashed, because an unlawful intention was part of the offence, and there was no evidence here that the false warranty had been wilfully given. Counsel in support of the conviction argued *contrâ*, and submitted that the defence set up under section 25 was bad, because that section did not apply to the present case at all. In this case the prosecutor was the inspector, and the person who bought the butter from the appellant was not the inspector but Hopkins, who alone was the "purchaser" within the meaning of that section. The object of the Act was to protect the public. If the conviction were quashed the effect of it would be to render the Act practically inoperative in the case of adulterated articles of food imported into this country. All that the importer would have to do would be to refrain from ascertaining whether the warranty was true or false, and, when summoned, throw the blame on the exporter who had sold the article in question to him with a warranty, against whom, in the majority of cases, no penalty could be enforced.

THE COURT allowed the appeal.

HAWKINS, J., in giving judgment, said the question they had to determine was an important one, and was this: Had the appellant been rightly convicted under section 27 of the Sale of Food and Drugs Act, 1875, of having given a false warranty in writing as to the quality of the butter sold? It was not necessary to discuss the meaning of section 25 because, in his opinion, it did not apply to the present case at all. The statute said that every person who gave a false warranty should be guilty of an offence and liable to a penalty of £20, and the question was what was the construction to be put upon those words in section 27 of the Act. Could a man be convicted of giving a false warranty when he honestly believed, and upon reasonable grounds, that it was true; or could he be convicted only when he knew that the warranty he gave was a false warranty? It seemed to him clear that the framers of the Act intended that to constitute the offence of which the appellant was charged the false warranty must have been wilfully given. The offence of giving a false warranty was associated in the same section with three offences in which it was clear a guilty knowledge was implied. It was true that there were cases—for instance, under the Explosive Act—where guilty knowledge was presumed against the accused unless the contrary was shewn, but that was never

done except in cases where the Legislature had very clearly indicated that it intended to punish a man for a particular offence of which he was not morally guilty. He had come to the conclusion that under section 27 of the Act of 1875 a man could not be convicted of the offence of giving a false warranty unless it was proved that he knew at the time he did so that the warranty was false. That guilty knowledge had not been shewn to exist in the present instance, and consequently the case must be sent back to the magistrate for the conviction to be quashed.

WRIGHT, J., concurred. He referred to the case of *Sherras* v. *De Rutzen* (43 W. R. 526; 1895, 1 Q. B. 918), where, in the judgment he then delivered he had collected the various authorities for future reference in support of the proposition that a *mens rea*, evil intention, or knowledge of the wrongfulness of the Act, was an essential in every offence, unless that presumption was clearly displaced by the language of the statute itself. That a guilty knowledge was a necessary element of the offence with which the appellant was charged was indicated by the use of the word "false," which implied a knowledge of falsity of the warranty. It was further indicated on the principle of *noscitur a sociis*. The offence was set out in the same section with other offences, all of them requiring a guilty knowledge to be proved. Appeal allowed.—COUNSEL, *C. A. Russell*, Q.C., and *Meller*; *Lawson Walton*, Q.C., and *Reginald Brown*. SOLICITORS, *Crowders & Vizard*, for *Heskin, Raby, & Beckton*, Manchester; *Austin & Austin*, for *Thomas Hudson*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

Re ESTATE DUTY PAYABLE ON THE DEATH OF THE SECOND EARL COWLEY. Div. Court. 11th May.

REVENUE—ESTATE DUTY—DEDUCTIONS FOR INCUMBRANCES—MORTGAGES BY TENANT FOR LIFE AND REMAINDERMAN—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 7.

Petition under section 10 of the Finance Act, 1894, by way of appeal from the decision of the Commissioners of Inland Revenue. Under a settlement made by the will of the Earl of Mornington (who died on the 25th of July, 1863) certain estates were limited (subject to annuities of which one still subsisted) to the first Earl Cowley for life, with remainder to the second Earl Cowley for life, with remainder to the third Earl (the petitioner) in tail. The first Earl died in the year 1884, and the petitioner attained the age of twenty-one years on 14th of January, 1887. On that day the second Earl and the petitioner executed a disentailing deed by which they took a joint power of appointment over the settled estates, and subject thereto the estates were limited to the second Earl for life (by way of restoration of his previous life estate), with remainder to the petitioner in tail (subject to a jointure of £2,000 to the second Countess and a power of jointuring to the petitioner). The second Earl had mortgaged his life estate to secure various annuities and capital sums, the aggregate sum required for redemption being about £150,000. By a mortgage of the 8th of June, 1888, the second Earl and the petitioner, in exercise of their joint power, appointed and, according to their interests, conveyed the settled estates to an insurance company to secure £210,000. Of this sum £197,000 was paid to the second Earl or his mortgagees and the balance to the petitioner. In consideration of the petitioner having joined in that mortgage a resettlement was executed on the 9th June, 1888, under which a new joint power of appointment was given to the second Earl and the petitioner, and the estates were charged with annuities payable to the petitioner during the life of the second Earl amounting to about £3,000, and subject thereto were limited to the second Earl and the petitioner successively for life, with remainder to the issue of the petitioner in tail. Under several deeds of further charge the aggregate debt to the insurance company was raised to £230,000, of which about £200,000 was paid to or for the second Earl and about £30,000 to or for the petitioner. The second Earl died in the year 1895. The petitioner claimed to deduct from the principal value of the property chargeable with estate duty on the death of the second Earl three items amounting to about £9,000 in respect of certain subsisting annuities or charges, which items were allowed by the Commissioners—(4) the amount (about £200,000) of the mortgage debt which was raised for the second Earl, and (5) £65,200, the capitalised value of the annuities amounting to £3,000 payable to the petitioner during the second Earl's life, which ceased to be payable on his death. The Commissioners disallowed items (4) and (5). The appeal was heard on the 29th and 30th of March. The arguments sufficiently appear from the considered judgment of the COURT (POLLOCK, B., and BRUCE, J.) which was delivered by

BRUCE, J.—In this case a petition has been filed by the third Earl Cowley, pursuant to Rule 1 of the rules of the Supreme Court, made under section 10 of the Finance Act, 1894, for the determination of the amount of estate duty payable in respect of property which, within the meaning of the above Act, passed on the death of his father, the second Earl Cowley. By the first section of the Finance Act, 1894, it is enacted that in the case of every person dying after the commencement of Part I. of the Act there shall, save as thereinafter expressly provided, be levied and paid upon the principal value, ascertained as thereinafter provided, of all property, real or personal, settled or not settled, which passes on the death of such person a duty called estate duty. By the second section it is enacted, so far as material to this case, that property passing on the death of the deceased shall be deemed to include "(*b*) property in which the deceased or any other person had an interest ceasing on the death of the deceased to the extent to which a benefit accrues or arises by the cesser of such interest." Section 7 contains provisions for determining value. The seventh subsection of section 7 seems to us to contain the material provisions affecting the present case. By this "the value of the benefit accruing or arising from the cesser of an interest ceasing on the death of the deceased shall (*a*) if the interest extended to the whole income of the property be the principal value of that property, and (*b*) if the interest extended to less than the whole income of the property be the principal value of an addition to the property equal to the income to which the interest extended." Now it is admitted that property passed, or, what is the same thing for present purposes, that property is to be deemed to have passed, within the meaning of the statute, on the death of the second Earl Cowley, and the whole contention has been as to the value of the benefit accruing or arising from the cesser of the interest ceasing on his death. It has been admitted by the Crown that certain annuities charged on the estate and the capitalised value of certain interests must be deducted in order to arrive at the value of the benefit accruing. The principal dispute has arisen with respect to mortgages on the property amounting in the whole to £230,000. The question we have to determine is whether these mortgages are to be taken into account in assessing the value of the benefit accruing or arising from the cesser of the interest ceasing on the death of the second Earl Cowley. It is quite clear that the interest of the second Earl extended to less than the whole income of the property. It extended only to the income of the property after payment of the sums payable in respect of the admitted items, 1, 2, and 3, already mentioned. The question presents itself, If the income to which the interest of the deceased extended is to be taken as the income of the property after deducting the charges on the property 1, 2, and 3, why should not the income to which his interest extended be limited in like manner to the amount he was entitled to receive after the interest on the mortgages had been paid? The argument of the Attorney-General was that the mortgages were not charges upon the property passing on the death of the second Earl. He contended that, so far as they were charges on the interest which expired on the death of the second Earl, they were charges on his life interest only. But it seems clear that by the mortgages in question the second Earl Cowley as tenant for life and the petitioner as remainderman conveyed or appointed to the mortgagees the whole of the respective estates, and therefore that the charges were charges on the fee-simple of the estate, and remained in force notwithstanding the death of the second Earl; so that the charges were in no respect diminished by the death of the deceased. With reference to this view of the facts, the Attorney-General urged that the charges upon the property, so far as they extended beyond the life interest of the second Earl, were not to be considered, because they could not have been created without the concurrence of the third Earl, and were not, properly speaking, charges on the property passing. But we do not think it is possible to adopt this contention. The life estate of the second Earl, no doubt, never passed, but it was an interest in property, and that interest ceased on the death of the second Earl; and this property the interest in which was so determined is to be deemed [section 2, subsection 1 (b)] to pass to the extent to which a benefit accrues or arises by the cesser of such interest. The value to be determined in this case is not the principal value of the property, but the value of the benefit accruing or arising from the cesser of the interest which existed during the life of the second Earl and ceased at his death. In dealing with interests ceasing on the death of the deceased the Legislature deals with interests which, in fact, do not pass, although the property in which the interests subsisted is to be deemed to have passed to the extent above-mentioned. The value of the benefit accruing or arising by the cesser of an interest would be a difficult matter to determine had no rules been laid down in the Finance Act for estimating such value; but the 7th subsection of the 7th section enacts that the value of the benefit to be determined by the cesser of the interest in a case where the interest extended to less than the whole income of the property is the principal value of an addition to the property equal to the income to which the interest extended. In other words, it is to be determined by ascertaining the value of the income to which the interest of the second Earl extended. That income was the income which remained after satisfying the admitted deductions 1, 2, & 3, and the amount of interest due on the mortgages. The interest of the second Earl was an interest for his life subject to the mortgages; and the mortgages undoubtedly remained subsisting charges at his death. The benefit accruing from the passing of the property was no more than the capitalised value of the income which the second Earl actually had a right to enjoy. In other words, it was the value of the income to which the equity of redemption of the life estate of the second Earl extended. For the reasons we have given we think the value of the benefit accruing or arising from the death of the second Earl must be reckoned exclusively of the interest payable at the date of his death to keep down the mortgages and other charges. In case an objection should be taken to this construction of the statute on the ground that it would lead to the result that, in case of a mortgage on a life estate the value of the benefit arising from the cesser of the life interest must be taken to be based upon the income of the life tenant received in his lifetime after the payment of the mortgage, we may observe that we think that no such conclusion follows. The value of the benefit accruing from the cesser of an interest ceasing on death is to be measured by the extent to which a benefit accrues by the cesser of such interest, and in the case where the mortgage is on the life interest only, so that the charge ceases on the death, the interest ceasing on the death of the deceased would extend to the whole income of the property, because at that moment when the property is to be deemed to have passed the interest ceased to be encumbered. It seems to us that the language of the statute warrants a broad distinction being drawn between cases where the encumbrances cease at the death and cases where the encumbrances remain charges on the property after the death. In the present case we do not think it necessary to consider whether the estates of the second and third Earl merged; it is enough, we think, that the rights of the encumbrancers remained in force on the property after the death of the second Earl, and affected the interests then subsisting, whatever those interests were. We have not referred to subsection (1) of section 7, because we do not think it applies to cases within (*b*) subsection 7 of section 7. In cases where the principal value of the property is the measure of the amount of the duty to be paid, either generally when the whole estate passing or in cases falling under subsection 7 (*a*), the rule as to allowance laid down in section 7,

subsection (1), applies; but section 7 (1) has, we think, no application to a case falling under section 7 (7) (*b*). A further question arises with respect to the capitalised value of certain annuities amounting at the death of the second Earl to £3,000 per annum charged on the property and payable to the third Earl during the life of the second Earl. We think that no deduction can be allowed in respect of the value of these annuities because they were not existing encumbrances at the moment of the passing of the property. It is true that the third Earl is not a gainer by the extinction of these annuities, because they were payable to him—they were charges for his benefit. But they did not affect the value of the property passing, and cannot be regarded as effecting a diminution of the income to which the interest of the second Earl extended. The result of our judgment is that we allow the second head of the petitioner's appeal, which relates to the sum of £230,000 secured by mortgage. As to the fourth head of appeal, which relates to the sum of £65,200, the decision of the Commissioners of Inland Revenue will stand. The costs of the appeal should be paid by the Crown. —Counsel, *Haldane*, Q.C., and *Henry Fellows*; *Sir R. E. Webster*, A.G., *Sir R. Finlay*, S.G., and *Vaughan Hawkins*. Solicitors, *Collyer-Bristow, Russell, Hill, & Co*; *The Solicitor of Inland Revenue*.

[Reported by T. R. C. Dill, Barrister-at-Law.]

WILKINSON v. DOWNTON. Wright, J. 8th May.

Tort—False and Malicious Statement—Injury to Health—Damage.

This was an action tried before Wright, J., and a common jury. The action was brought by a husband and wife in respect of certain statements made by the defendant to the female plaintiff which were alleged to be false and malicious, and in consequence of which it was alleged that the female plaintiff had been injured in health and certain expenses had been incurred. The facts fully appear from the judgment. Wright, J., left the following questions to the jury: (1) Did the defendant speak the words alleged or to the effect? (2) Did he mean them to be heard and acted upon or say them in such a way as if so meant? (3) Were they believed and acted upon? (4) Were they false to his knowledge? (5) What were the damages with regard to the expense of the journey? (6) Was the illness the effect of the shock from the words? (7) What were the damages caused by the illness of the female plaintiff? The jury answered questions 1, 2, 3, 4, and 6 in the affirmative. They assessed the damages under question 5 at 1s. 10½d. and under question 7 at £100.

Wright, J., said that the defendant, in execution of what he seemed to have regarded as a practical joke, represented to the plaintiff that he was charged by her husband with a message to her, to the effect that the husband had been smashed up in an accident, and was lying at the Elms public-house at Leytonstone with both legs broken, and that she was to go at once in a cab with two pillows to bring him home. All this was false. The effect of the statement on the plaintiff was a violent shock on her nervous system, producing vomiting and other more serious and permanent physical consequences, at one time threatening her reason, and entailing weeks of suffering and incapacity to her, as well as expense to her husband for medical treatment of her. These consequences were not in any way the result of previous ill-health or weakness of constitution; nor was there any evidence of predisposition to nervous shock or of any other idiosyncrasy. In addition to these matters of substance there was a small claim for 1s. 10½d., the cost of the railway fares of persons sent by the plaintiff to Leytonstone in obedience to the pretended message. As to this 1s. 10½d. expended in railway fares on the faith of the defendant's statement, the case was clearly within *Pasley* v. *Freeman* (3 T. R. 51). It was a misrepresentation which was intended to be acted on to the damage of the plaintiff, and which was, in fact, acted on. The real question was as to the £100, the greatest part of which was given as compensation for the female plaintiff's illness and suffering. It was argued for her that she was entitled to recover this as being damage caused by fraud, and therefore within the doctrine established by *Pasley* v. *Freeman* and *Langridge* v. *Levy* (2 M. & W. 529). His lordship was not sure that this would not be an extension of that doctrine, the real ground of which appeared to be that a person who made a false statement intending it to be acted on must make good the damage naturally resulting from its being acted on. Here there was no *injuria* of that kind. He thought, however, that the verdict might be supported on another ground. The defendant had, as his lordship assumed for the moment, wilfully done an act calculated to cause physical pain to the plaintiff—*i.e.*, to infringe her legal right to personal safety, and had in fact thereby caused physical pain to her. That proposition, without more, appeared to his lordship to state a good cause of action, there being no justification alleged for the act. This wilful *injuria* was in law malicious, although no malicious purpose to cause the harm which was caused, nor any motive of spite, was imputed to the defendant. It remained to consider whether the assumptions involved in the proposition were made out. One question was whether the defendant's act was so plainly calculated to produce some effect of the kind which was produced that an intention to produce it ought to be imputed to the defendant. Regard being had to the fact that the effect was produced on a person proved to be in an ordinary state of health and mind, his lordship thought that it was. It was difficult to imagine that such a statement, made suddenly and with apparent seriousness, could fail to produce grave effects, under the circumstances, upon any but an exceptionally indifferent person, and therefore an intention to produce such an effect must be imputed, and it was no answer in law to say that more harm was done than was anticipated, for that was commonly the case with all wrongs. The other question was whether the effect was, to use the ordinary phrase, too remote to be in law regarded as a consequence for which the defendant was answerable. Apart from authority his lordship would give the same answer, and, on the same ground, as to the last question, and say that it was not too remote. Whether, as the majority of the lords thought in *Lynch* v. *Knight* (9 H. L. C. 577), the criterion was in asking what would be the natural effect on reasonable persons, or whether, as Lord Wensleydale thought, the possible infirmities of human nature ought to be recognized, it seemed to his lordship that the connection between the cause and effect was sufficiently close and complete. It was, however, necessary to consider two authorities which were supposed to have laid down that illness through mental shock was a too remote or unnatural consequence of an *injuria* to entitle the plaintiff to recover in a case where damage was a necessary part of the cause of action. One was the case of *Victorian Railway Commissioners* v. *Coultas* (L. R. 13 App. Cas. 222), where it was held in the Privy Council that illness, which was the effect of shock caused by fright, was too remote a consequence of a negligent act which caused the fright, there being no physical harm immediately caused. That decision was treated in the Court of Appeal in *Pugh* v. *London, Brighton, and South Coast Railway Co.* (1896, 2 Q. B. 248) as open to question. It was inconsistent with an earlier decision in the Court of Appeal in Ireland (see *Bell* v. *Great Northern Railway Co.* (L. R. Ireland, 26 C. L. 428), when the Irish Exchequer Division declined to follow *Victorian Railway Commissioners* v. *Coultas*, and had been disapproved in the Supreme Court of New York (see Pollock on Torts), nor was it altogether in point, for there was not in that case any element of wilful wrong, nor perhaps was the illness so direct and natural a consequence of the defendant's conduct as in this case. On these grounds it seemed to the learned judge that the case of the *Victorian Railway Commissioners* v. *Coultas* was not an authority on which this case ought to be decided. A more serious difficulty was the decision in *Allsop* v. *Allsop* (5 H. & N. 534), which was approved in the House of Lords in *Lynch* v. *Knight*. In that case it was held by Pollock, C.B., and Martin, Bramwell, and Wilde, BB., that illness caused by a slanderous imputation of unchastity in the case of a married woman did not constitute such special damage as would sustain an action for such a slander. That case, however, appeared to have been decided on the grounds that in all the innumerable actions for slander which had occurred there were no precedents for alleging illness to be sufficient special damage, and that it would be of evil consequence to treat it as sufficient, because such a rule might lead to an infinity of trumpery or groundless actions. Neither of those reasons was applicable to the present case, nor could such a rule be adopted as of general application without results which it would be difficult or impossible to defend. Suppose that a person was in a precarious and dangerous condition, and another person falsely told him that his physician had said that he had but a day to live. In such a case, if death ensued from the shock caused by the false statement, his lordship could not doubt that the case might be one of criminal homicide, or that, if a serious aggravation of illness ensued, damages might be recovered. He thought, however, that it must be admitted that the present case was without precedent. Some English decisions, such as *Jones* v. *Boyce* (1 Stark. N. P. 493), *Wilkins* v. *Day* (L. R. 12 Q. B. D. 110) *Harris* v. *Nobbs* (L. R. 3 Ex. D. 268), were cited in Mr. Beven's book on Negligence as inconsistent with the decision in *Victorian Railway Commissioners* v. *Coultas*. But his lordship thought that those cases were to be explained on a different ground—namely, that the damage which immediately resulted from the act of the passenger or of the horse was really the result, not of that act, but of a fright, which rendered that act involuntary, and which therefore ought to be regarded as itself the direct and immediate cause of the damage. In *Smith* v. *Johnson & Co.*, decided in January, 1897, Bruce, J., and his lordship held that where a man was killed in the sight of the plaintiff by the defendant's negligence, and the plaintiff became ill, not from the shock of fear of harm to himself, but from the shock of seeing another person killed, this harm was too remote a consequence of the negligence; but that was very different from the present one. His lordship gave judgment for the plaintiff for £100 1s. 10½d.—Counsel, *Warburton*; *Abinger*. Solicitors, *J. E. Waters*; *G. E. Philbrick*.

[Reported by F. O. Robinson, Barrister-at-Law.]

REG. v. THE MEDICAL GENERAL COUNCIL. Div. Court. 7th May.

Dentist—Registration—Qualification—Pupil—Dentists Act, 1878 (41 & 42 Vict. c. 33), s. 37.

In this case the question was raised whether a person whose articles were current at the date of the passing of the Dentists Act, 1878, was entitled to be registered as a dental practitioner without having complied with the provisions of section 7 of the Act. Section 6 describes the persons who are entitled to be registered under the Act, among whom are persons who are at the passing of the Act "*bonâ fide* engaged in the practice of dentistry or dental surgery." Section 7 requires that persons applying to be registered under this heading must, before the 1st of August, 1879, sign a declaration in the form given in the schedule of the Act, "or to the like effect." Section 37 enacts that any person who has been articled as pupil to a dental practitioner entitled to be registered under the Act shall, if his articles expire before the 1st of January, 1880, be entitled to be registered "as though he had been in *bonâ fide* practice before the passing of this Act." A rule *nisi* for a *mandamus* had been obtained by Isidore Spero against the Medical General Council commanding them to shew cause why they should not register him under the Act. Isidore Spero was, at the date of the passing of the Act (July, 1878), a pupil articled to a person entitled to be registered under the Act. His articles commenced in April, 1875, and expired in October, 1878. He did not comply with the provisions of section 7. It was contended on behalf of the applicant that the section could not have been intended to apply in the case of those seeking registration under section 37, because (1) it would operate so as to entitle those persons whose articles expired after the 1st of August, 1879, and prior to the 1st of January, 1880, to be registered

before they were out of their articles; (2) the form given in the schedule was not so worded as to be applicable to the case of persons applying under section 37.

THE COURT (HAWKINS and WRIGHT, JJ.) discharged the rule.

HAWKINS, J., said that there was no reason why persons who were put in the same position for the purposes of registration as those who were *bond fide* engaged in practice at the time of the passing of the Act should not be under the same obligations as those last-mentioned persons. The form given in the schedule could easily be altered so as to suit the case of such persons.

WRIGHT, J., concurred. He wished to guard himself from expressing an opinion in the case of those persons whose articles expired after the 1st of August, 1879, and before January, 1880.—COUNSEL, *Muir Mackenzie; Willes Chitty; W. R. Turner.* SOLICITORS, *T. W. Farrer; Bertram Jacobs; Bowman & Crawley-Boevey.*

[Reported by C. G. WILBERFORCE, Barrister-at-Law.]

FIRTH *v.* STAINES. Div. Court. 11th May.

LOCAL GOVERNMENT — VESTRY — COMMITTEE — APPROVAL BY VESTRY — METROPOLIS LOCAL MANAGEMENT ACT, 1855, s. 58.

This was a special case stated by a metropolitan magistrate. The appellant was the sanitary inspector in the employment of the vestry of the parish of St. Leonard, Shoreditch, which is a parish included in Schedule A of the Metropolis Management Act, 1855. The vestry, which was the sanitary authority for the parish, had under section 58 of the Act of 1855 appointed a committee, known as the public health committee, for the purpose of carrying out the duties of the vestry under the Metropolis Local Management Acts and other Acts of Parliament. The question in this case was as to the meaning of section 58, which empowers the local bodies named therein to appoint committees for any purposes which, in the discretion of the local body, would be better regulated and managed by means of a committee, "provided always that the acts of every such committee should be submitted to the general body of the board or vestry appointing such committee for their approval." A report having been made to the committee of the existence of a nuisance on the respondent's premises, the committee by resolution authorized the appellant to serve a notice on the respondent under section 85 of the Act requiring him to abate the nuisance. This was done, and the respondent having disregarded the notice, a summons was issued against him. The approval by the vestry of the proceedings was not obtained until after the issue of the summons, and the magistrate held that, as the resolution of the committee had not been submitted to the vestry for their approval before the service of the notice, the notice was invalid, and he dismissed the summons.

THE COURT (HAWKINS and WRIGHT, JJ.) allowed the appeal.

HAWKINS, J., said that in his opinion the decision of the magistrate was wrong. The case turned on section 58 of the Metropolis Management Act, 1855, which gave to the vestry the power of appointing the committee. It was clear when section 58 was looked at in connection with sections 82 to 85, which dealt with the abatement of nuisances, the committee had the same power in those matters as the vestry, subject to the approval of the "acts" of the committee by the vestry. It was said that in this case the vestry should have judicially considered the matter and given their approval before the issue of the notice. He could not help thinking that if a committee were appointed to do acts which in the judgment of the vestry could be better done by a committee than by the vestry, then the term "approval" was used advisedly as meaning that, although the committee could do the acts in question, they could not justify themselves unless at some time or other the approval of the vestry was obtained. Otherwise the result would be that the approval of the vestry must be obtained prior to each step in the proceedings, and if that was so there might just as well be no committee at all. Moreover, if the committee could do no act without the approval of the vestry, then there could be no act done by the committee of which the vestry could approve.

WRIGHT, J., concurred. Appeal allowed.—COUNSEL, *Cripps*, Q.C., and *R. C. Glen; R. D. Muir.* SOLICITORS, *H. M. Robinson; Jutsum.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Bankruptcy Cases.

***Re* MORTER.** *Ex parte* **NICHOLLS.** Vaughan Williams, J. 10th and 11th May.

BANKRUPTCY—SCHEME—AMENDMENT OF PROOF—LIABILITY OF GUARANTORS—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 3.

This was a motion by Nicholls & Co. against Messrs. Harris, Reed, and James Morter, the trustees and guarantors under a scheme of arrangement in the bankruptcy of Morter. The notice of motion asked: (1) For a declaration that Nicholls & Co. were entitled to the benefit of the guarantees of the respondents; (2) for leave to amend their proof by raising its amount from £285 to £611; (3) for the reversal of the rejection of their proof by the respondents; (4) for an order on the respondents to pay to them 7s. 6d. in the £ on the sum of £611 in accordance with the terms of the scheme. The scheme provided for the payment to the creditors of 7s. 6d. in the £ on their unsecured debts by three instalments of 2s. 6d. each, such instalments being secured by the promissory notes of the guarantors lodged with the official receiver for distribution among the creditors upon the approval of the scheme. The applicants in this case were entered by the debtor in his statement of affairs as fully secured creditors, but they proved originally for £285, and on a fall in the value of their security they sought to amend their proof by raising it to £611. This was after two of the instalments had been paid, and the trustees rejected the amended proof on the ground that it came too late. The applicants then launched this motion.

VAUGHAN WILLIAMS, J., held that the trustees were not liable on their guarantee to pay the applicants 7s. 6d. in the £ on their amended proof, as their liability was limited to the promissory notes they had given; and that the applicants could not disturb the dividends already distributed, but that even if there were no estate they were entitled to have their amended proof admitted by the trustees.—COUNSEL, *Muir Mackenzie; H. Reed*, Q.C., and *Morten; A. R. Poole*, Q.C., and *P. Rose-Innes.* SOLICITORS, *Hollams & Co.; Hillearys; R. Chapman.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

***Re* EVANS.** *Ex parte* **DAVIES.** Vaughan Williams, J. 10th May.

BANKRUPTCY — PROOF — INTEREST — PROMISSORY NOTE — PRINCIPAL AND SURETY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), SCHEDULE II. RULE 20—MERCANTILE LAW AMENDMENT ACT, 1856 (19 & 20 VICT. c. 97), s. 5.

This was an appeal by a creditor in the bankruptcy against the rejection by the trustee of certain items in his proof. Davies, the creditor, had joined, as surety, in signing with the debtor a joint and several promissory note for £75, payable to the National Provincial Bank. The creditor had to pay the amount of the note, and now proved for the same with interest from the date of payment. The trustee admitted the proof as far as the principal sum was concerned, but disallowed the claim for interest. The creditor appealed.

VAUGHAN WILLIAMS, J., allowed the appeal, holding that, as the debt was one which became due at a certain time and by virtue of a written instrument, interest thereon ought to be allowed.—COUNSEL, *Nathan (C. C. Scott* with him); *Arthur Powell.* SOLICITORS, *Saffery, Huntley, & Co.*, for *Evan Davis*, Pwlheli; *Dunkerton & Son*, for *R. Owen*, Pwlheli.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

VICTORIA PENSION FUND.

List of subscriptions up to the 12th May.

	£	s.	d.
Amount previously acknowledged	5,183	8	0
R. S. Taylor, 4, Field-court, Gray's-inn, W.C.	50	0	0
R. H. Guilford, Surbiton	1	1	0
Wm. Haigh, 10, Coleman-street, E.C.	1	1	0
Percy Lawford, 44, Coleman-street, E.C	1	1	0
Leslie Hunter, 44, Coleman-street, E.C.	5	5	0
Sarjeant & Gosling, Reading	2	2	0
Hopgoods & Dowson, 17, Whitehall-place, S.W.	10	10	0
Verrall & Borlase, Brighton	2	2	0
K. R. Fletcher, 9, Fenchurch-street, E.C.	2	2	0
Cousins & Burbidge, Portsmouth	3	3	0
Moberly & Wharton, Southampton	5	5	0
Wright, Becket, & Co., Liverpool	5	5	0
J. W. Howlett, Brighton	26	5	0
Berks, Bucks, and Oxfordshire Law Society, per D. H. Witherington, Reading	16	5	0
Robert Ellett, Cirencester	10	10	0
Le Brasseur & Oakley, 12, New-court, Lincoln's-inn, W.C.	10	10	0
L. Rendell, 9, Bedford-row, W.C.	5	5	0
Fooks, Chadwick, Arnold, & Chadwick, 60, Carey-street, Lincoln's-inn, W.C.	21	0	0
Gush, Phillips, Walters, & Williams, 3, Finsbury-circus, E.C.	26	5	0
Broomhead, Wightman, & Moore, Sheffield	26	5	0
F. W. Emery, 36, Lincoln's-inn-fields, W.C.	10	0	0
A. E. Payne, 10, New-square, Lincoln's-inn, W.C.	5	5	0
Jas. Heelis, Manchester	25	0	0
A. R. Steele, 21, College-hill, E.C.	10	10	0
H. W. Richards, 26, Lincoln's-inn-fields	26	5	0
E. T. Gardom, Gloucester	1	1	0
Anderson & Son, 17, Ironmonger-lane, E.C.	5	5	0
	£5,507	16	0

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. H. Morten Cotton in the chair. The other directors present were: Messrs. R. Cunliffe, Grantham R. Dodd, Augustus Helder, M.P. (Whitehaven), John Hunter, Sidney Smith, F. W. Stone (Tunbridge Wells), R. W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £250 was distributed in grants of relief; twenty-five new members were admitted to the association, and other general business transacted.

Professor Augustine Birrell, Q.C., will deliver (by kind permission of the benchers) at the Old Hall, Lincoln's-inn, a series of four Quain lectures on "Employers' Liability at Home and Abroad." The lectures will be given at 4.30 p.m. on Mondays and Fridays as follows: May 17, 21, 24, and 28.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the Bar on Wednesday :—

Lincoln's-inn.—Isaac Saredon Sparrow, Corpus Christi Coll., Oxford, B.A.; Sheikh Shamsuddin, Christ's Coll., Cambridge; Arthur Boi Quartey-Papafio, Christ's Coll., Cambridge; John Bannerman Wainewright, New Coll., Oxford; and Hugh Gatehouse, Clare Coll., Cambridge.

Inner Temple.—Patrick Joseph Boland, B.A., Oxford; Walter Neville Cochrane, B.A., LL.B., Cambridge; Arthur Edmund Spender, B.A., Oxford; Percy Richard Grant; Lord Basil Ion Gawaine Temple Blackwood, Oxford; Stuart Henry James Johnson, B.A., Oxford; Michael Edwin Reed; John Percy Radcliffe, Cambridge; James Bellord Waldron, B.A., Oxford; James Archibald Christie, B.A., Oxford; Ernest Wingate Wingate-Saul, B.A., Oxford; Lucas D'Oyly Carte, B.A., Oxford; Walter Leopold Seligman, B.A., Cambridge; Owen Seaman, M.A., Cambridge; Percy Maurice M'Lardie Sheldon Amos, B.A., Cambridge; Percy Shearman-Turner, B.A., Oxford; Ernest Malet Vaughan Roderick; Robert Bird Robertson Mair, M.A., St. Andrews, B.A., Oxford; Richard Jervis Statham, M.A., Cambridge; George Herbert Gill; Walter John Burt; Arthur Hyde Hulton, LL.B., Cambridge; Charles Murray Pitman, B.A., Oxford; Herman Barker Hahlo, B.A., Cambridge; and Alnod John Boger, B.A., Oxford.

Middle Temple.—Arthur Houston, Q.C., Irish Bar, LL.D., Dublin; Malcolm Graham Gorrie; James Duncan Millar, M.A., LL.B., Edinburgh; Harry Thomas Gillies, LL.B., Cambridge; Savile Charles Petch, B.A., Cambridge; Robert Stanley Paterson, B.A., Cambridge; Noel Ledbrooke Griffith; Constantine José Dos Santos; Rai Phaw; John William Paget Mosley; and Henry Holman Gregory.

Gray's-inn.—Samuel Hanna, London Univ., District Inspector of the R.I.C.; Alexander Maconachie, M.A., Aberdeen Univ.; Henry Joseph Comyns; Henry Justin Charles Pereira, of Colombo, Ceylon; John Macdonald Henderson, F.C.A.; and George Reginald Helmore, A.C.A.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—May 4th.—Chairman, Mr. C. Herbert Smith.—The subject for debate was: "That the case of *Hawke* v. *Dunn* was wrongly decided." Mr. T. W. Seager Berry opened in the affirmative, and Mr. E. A. Alexander seconded in the affirmative; Mr. A. Hildesheimer opened in the negative, and Mr. A. Hair seconded in the negative. The following members also spoke: Messrs. J. S. Wilkinson, A. W. Watson, and A. M. White. The Chairman summed up, and the motion was carried by 4 votes.

LEGAL NEWS.

APPOINTMENTS.

Mr. Reginald M. Bray, barrister, has been elected by the Benchers of the Inner Temple a Member of the Council of Legal Education in succession to Mr. Justice Charles, recently resigned.

INFORMATION WANTED.

Bramish, Francis John, deceased.—The solicitors holding the will of this gentleman, lately deceased, are requested to communicate with Messrs. Rooper & Whately, 17, Lincoln's-inn-fields, London, solicitors.

GENERAL.

Up to Thursday last Mr. Justice North was absent from court owing, it is understood, to the effects of a severe chill.

Sir A. Rollit has brought in a Bill in the House of Commons "to provide for the admission of solicitors of courts of British possessions to the Supreme Courts in the United Kingdom."

The Lord Chief Justice has requested the attendance of the Judges at a meeting at the Law Courts on Friday afternoon for the purpose of considering a letter from the Lord Chancellor respecting the arrangements on the occasion of the Royal procession on the 22nd of June.

The following are the circuits chosen by the judges for the ensuing summer assizes—viz., Oxford Circuit, the Lord Chief Justice (Lord Russell) and Mr. Justice Williams; Midland Circuit, Mr. Baron Pollock and Mr. Justice Cave; South-Eastern Circuit, Mr. Justice Mathew; Western Circuit, Mr. Justice Day and Mr. Justice Lawrance; Home Circuit, Mr. Justice Lawrance; North-Eastern Circuit, Mr. Justice Grantham and Mr. Justice Wright; South Wales Circuit, Mr. Justice Collins; North Wales Circuit, Mr. Justice Ridley; Northern Circuit, Mr. Justice Bruce and Mr. Justice Kennedy.

The Lord Chancellor presided over a meeting of the Rule Committee of the judges in his private room at the House of Lords on Wednesday afternoon, when there were present the Lord Chief Justice, the Master of the Rolls, Sir Francis Jeune, Lord Justice Smith, Mr. Justice Romer, Mr. Justice Bruce, Mr. Justice Williams, Sir Robert Finlay, Q.C., M.P., Mr. Cozens-Hardy, Q.C., M.P., and Mr. J. Addison, president of the Incorporated Law Society. We are enabled to state elsewhere the nature of the business transacted by the committee.

On the 7th inst., at the Central Criminal Court, in the course of a case in which a man was charged with wounding, Mr. Justice Grantham took occasion to refer to the subject as to which there had been a correspondence in the newspapers and a Bill introduced into Parliament, of allowing prisoners to give evidence on oath. The idea, he said, was that it would be much better for the prisoner. That, he thought, was a mistake. Prisoners now had an opportunity of giving their explanation, inasmuch as when before the magistrate a prisoner was asked what he had to say, and his statement was taken down in writing and read to the jury on his trial. When on trial a prisoner who was undefended had also an opportunity of giving an explanation without the liability of being cross-examined. It must not be assumed that the law was so brutal as it was supposed to be, or that it was necessary for the benefit of prisoners that they should give evidence.

At the annual meeting of the Building Societies' Association Mr. C. Binyon, chairman of the Executive Committee, said that the most important of the measures affecting the interests represented by the association now before Parliament was the Land Transfer Bill. Whilst recognising that the Bill was an improvement in several respects upon any previous Government Bill dealing with the question, the committee felt strongly that any alteration of the existing law which did not insure promptitude and cheapness in land transfer would not be only of no value, but absolutely prejudical to the interests of building societies. The committee had hoped to receive a larger number of suggestions than they had as to the effect of the transfer proposals of the Government, and it was possible that they would endeavour to secure an amendment in its provisions. Legislation had had a great deal to do with the recent decrease in the business of building societies.

At the suggestion of a number of prominent University oarsmen an invitation has been given to Lord Esher (Master of the Rolls), Lord Macnaghten, Lord Justice A. L. Smith, and Lord Justice Chitty, to a dinner in celebration of the remarkable fact that at the present time no fewer than four appellate Judges, including one half of the Court of Appeal, are old rowing Blues. The invitation has been cordially accepted by the four distinguished guests, and the dinner will take place at the Trocadero Restaurant on Monday, the 31st of May. The committee anticipate that there will be a large gathering of University oarsmen to do honour to the guests and to the occasion. The Rev. J. J. Hornby, D.D., Provost of Eton, B.N.C., Oxon., will take the chair. Tickets can be obtained by Oxford and Cambridge oarsmen who have represented their University at Putney or Henley on application to either of the hon. secretaries, Mr. C. Gurdon, 12, New Court, Carey-street, W.C., and Mr. G. D. Rowe, 50, Threadneedle-street, E.C. The general committee, consisting of equal numbers of Oxford and Cambridge men, well represents the best rowing talent of the present and the past generations.

In an action for breach of promise, says the *Albany Law Journal*, the fair plaintiff's attorney proposed to read to the jury the proposal of marriage, which happened to have been written on the ordinary telegraph blank. When he started he began with the words, "My dear Louise." The counsel for the defendant interrupted him and said: "If it please the court, this is an instrument partly printed and partly in writing: by all the rules that were ever held by all the courts, if the party offers part of that instrument he must read it all: he can't read part of that and not read it all." The lady's attorney protested that the fact that the matter had been written on a telegraph blank was a mere accident, and that the printed matter on the telegraph blank had nothing to do with the case; but the defendant's counsel insisted on having it read, and was sustained by the court. Thereupon, very reluctantly, the learned gentleman began to read at the top of the message: "There is no liability on account of this message unless the same is repeated, and then only on condition that the claim is made within thirty days in writing." And then, after the signature, "Yours lovingly, John," he was compelled still more reluctantly to read: "N.B.—Read carefully the conditions at the top."

On Tuesday evening the Benchers of King's Inns, Dublin, entertained a large company at dinner in celebration of the sixtieth year of her Majesty's reign. After dinner the Lord Chancellor said: This is an eventful year—memorable for its being the sixtieth year of her Majesty's great reign. She has lived before the world, in "the fierce light" that surrounds her august position for sixty years, and has so lived as to be an example for kings and for peoples. She has shewn a noble sense of constitutional duty which all sovereigns may take as a guide, whilst she has held aloft a standard of purity, of virtue, and of domestic life which teaches a lesson to all. Tried by sorrow, by trouble, and by anxiety, she has always striven to be true to herself and to her duties. She has never forgotten she was a Queen, she has never forgotten she was a woman, she has always remembered she was both. It has been well said, "She is a Queen among women, a woman among Queens"; and thus it has come about that now, after all these years, in all her wide dominions she has the love of many and the respect of all. I present for your cordial and enthusiastic acceptance the toast of "Her Most Gracious Majesty the Queen." Mr. William Armstrong sang the National Anthem, and the toast was honoured with great enthusiasm.

Mr. Gibson Bowles, who has tabled an instruction with the object of securing the attendance of her Majesty's Judges when the Law of Evidence in Criminal Cases Bill comes to be considered in Committee, finds, says the *Times*, that there are several precedents for the course he proposes. On the 13th of June, 1689, for instance, it was ordered "that Sir William Williams and Mr. Windham, Members of this House, do acquaint the Lord Chief Baron Atkins, Mr. Justice Dolben, Mr. Justice Gregory, Mr. Justice Powell, and Mr. Baron Neville that the House doth desire to speak with them to-morrow morning." On the following day, pursuant to this order, the Lord Chief Baron and his colleagues attended at the door, and were called in to state why they had been displaced from being Judges.

"There was," says the *Commons Journal*, "a chair ordered to be set for them within the bar, and they were severally called in and stood behind the same, the serjeant with his mace standing by on the right hand, and being severally asked why they were displaced from being Judges they severally gave an account thereof to the House."—In this connection it is interesting to note (*vide* Hatsell, Vol. 2, p. 147) that, although several of the Judges attended, one chair only was set for them, as they were not to sit down in it. To quote the same authority, "The difference between the mode of reception of Peers and Judges has been that the Speaker informs the Peer 'that there is a chair for his lordship to repose himself in'; to the Judge the Speaker says 'that there is a chair to repose himself upon—*i.e.*, as explained by the usage, for the person to rest with his hand on the back of it."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, May 17	Mr. Ward	Mr. Bolt	Mr. Farmer
Tuesday 18	Pemberton	Godfrey	King
Wednesday 19	Ward	Bolt	Farmer
Thursday 20	Pemberton	Godfrey	King
Friday 21	Ward	Bolt	Farmer
Saturday 22	Pemberton	Godfrey	King
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, May 17	Mr. Pugh	Mr. Jackson	Mr. Beal
Tuesday 18	Lavie	Carrington	Leach
Wednesday 19	Pugh	Jackson	Beal
Thursday 20	Lavie	Carrington	Leach
Friday 21	Pugh	Jackson	Beal
Saturday 22	Lavie	Carrington	Leach

COURT OF APPEAL.

EASTER SITTINGS, 1897.

(*Continued from p.* 460.)

FROM THE CHANCERY DIVISION.

(Final List.)

1897.

In re Montagu Derbishire v Montagu app of dft P Montagu from order of Mr Justice Kekewich, dated March 16, 1897 March 22

In re Hunter Hood v Attorney-Gen app of Attorney-Gen from order of Mr Justice Romer, dated March 6, 1897 March 25

In re Nunn, Nunn v Nunn app of dfts C W Sell & ors from order of Mr Justice Kekewich, dated Feb 25, 1897 March 26

Howells v Williams app of plts from order of Mr Justice Byrne, dated March 15, 1897 March 26

In re Grove, Grove v Grove app of deft S Grove from order of Mr Justice North, dated Feb 3, 1897 March 30

In re Rix & Corderoy & V & P Act, 1874 app of T G Rix from order of Mr Justice Kekewich, dated March 26, 1897 (order not perfected) March 30

The Huddersfield Corporation v The Ravensthorpe Urban District Council app of plts from order of Mr Justice North, dated March 2, 1897 (order not perfected) March 31

In re the Co's Acts, 1862 to 1890, and In re the Brixton Theatre ld app of F Matcham from order of Mr Justice Vaughan Williams, dated March 19, 1897 (order not perfected) March 31

The California Fig Syrup Co v Taylor's Drug Co ld app of defts from order of Mr Justice Kekewich, dated March 30, 1897 March 31

The Hemp Yarn & Cordage Co ld v Nelson app of deft from order of Official Referee, dated March 22, 1897 April 1

Macphail v The Poorman Gold Mines ld app of dfts from order of Mr Justice North, dated March 5, 1897 (order not perfected) April 3

Symons v Ramsay, In re Symons, Ramsay v Symons app of resp, Alexander Ramsay, from order of Mr Justice Byrne, dated March 23, 1897 April 5

In re Betts, Maclean v Betts app of deft A S Betts from order of Mr Justice Romer, dated Jan 16, 1897 April 6

Perceval v Perceval app of dft from order of Mr Justice Kekewich, dated March 30, 1897 (order not perfected) April 14

Trevor v Hutchins app of M M C Ricketts, widow, from order of Mr Justice Stirling, dated March 9, 1897 April 15

In re Deere, May v Spranger app of plt from order of Mr Justice Stirling, dated March 11, 1897 April 15

Payne v Small app of defts from order of Mr Justice Kekewich, dated April 9, 1897 (order not perfected) April 15

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1896.

Holt v Smith app of plt from order of the Vice-Chancellor of the County Palatine of Lancaster, dated April 16, 1896 (security ordered) July 14

1897.

Howarth v Armstrong app of plts from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Dec 14, 1896 March 18

Greenwood v T Remington, Cobley & Co app of plt from order of the Vice-Chancellor of the County Palatine of Lancaster, dated Dec 10, 1896 March 22

In re Hughes Hughes v Hughes app of dfts, J Hughes & ors, from order of the Vice-Chancellor of the County Palatine of Lancaster, dated March 1, 1897 March 30

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

1897.

Arnold v Dawe app of dft from order of Mr Justice Kekewich, dated March 12, 1897 (order not perfected) March 26

The Turner Pneumatic Tyre Co ld v The Dunlop Pneumatic Tyre Co ld app of dfts from order of Mr Justice Kekewich, dated April 2, 1897 (order not perfected) April 7

Fricker v Van Grutten app of plts from order of Mr Justice Kekewich, dated March 29, 1897 April 10

Taylor v Mitchell app of dft S Mitchell from order of Mr Justice Kekewich, dated March 19, 1897 April 12

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List).

1896.

Thornton v France app of plt from judgt of Mr Justice Grantham, dated March 25, 1897, at trial at Leeds April 10

In re The Anglo-Argentine Live Stock & Produce Agency ld Pritchard, Moore, & Cruit, and Hill & Sons v The Mersey Docks & Harbour Board —1897—Folio 201 (Admiralty) app of dfts from judgt of Mr Justice Kennedy, dated March 20, 1897 April 10

The Cascapedia—1897—Folio 202 W Roddick v Owners of The Cattle & Sheep ex Cascapedia (Admiralty) app of the Mersey Docks & Harbour Board (Intervener) from judgt of Mr Justice Kennedy, dated March 20, 1897 (s o till after hearing of appeal No 24) April 10

Lipman v Branch & Son app of plt from judgt of Mr Justice Wills, dated March 24, 1897, at trial without a jury, Middlesex April 12

Wills v Lady Evelyn Gold Mines, ld & anr app of dft F Oxley from judgt of Mr Justice Grantham, dated March 29, 1897, at trial without a jury, Middlesex April 14

In re an Arbtn between the County Council of Kent and the Urban District Council of Sandgate app of the Kent County Council from judgt of Justices Cave and Lawrance, dated April 6, 1897, special case April 14

Tonnelier v Smith & ors app of dfts from judgt of Mr Justice Mathew, dated Feb 24, 1897, at trial without a jury, Middlesex April 14

Pennington v Crossley & Sons, ld app of plt from judgt of Mr Justice Grantham, dated March 20, 1897, at trial without a jury, Leeds April 15

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

(With Nautical Assessors.)

1897.

Winnebah—1896—Folio 349 The Channel Coaling Co & ors v The Owners of the SS Winnebah, cargo and freight app of plts from jdgt of the President, dated Feb 18, 1897 March 5

The Wooloomooloo—1896—Folios 264 & 278 (damage) The Owners of the SS Emerald v Hunt & ors app of plts from jdgt of the President, dated Jan 12, 1895 March 30

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1897.

A Ramsden, ld v Middleton appln of dfts for judgt or new trial or app from verdict and judgt, dated , at trial before the Lord Chief Justice and special jury, Leeds (s.o. until further application) April 2

Hudson v The London Tramways Co ld appln of dfts for judgt or new trial or app from verdict & judgt, dated March 23, 1897, at trial before Mr Justice Cave and special jury, Middlesex April 3

Fraser v Hutchinson appln of plts for judgt or new trial on app from verdict and judgt, dated March 27, 1897, at trial before Mr Justice Kennedy and special jury, Liverpool April 7

Lancaster v Barker & Son appln of plts for judgt or new trial on app from verdict & judgt, dated March 30, 1897, at trial before the Lord Chief Justice and special jury, West Riding of Yorkshire April 10

Johnson v Refuge Assce Co, ld appln of plt for judgt or new trial on app from verdict and judgt, dated March 17, 1897, at trial before Mr Justice Wright and special jury, Birmingham April 10

Ridsdale & ors v Houston appln of dft from judgt or new trial on app from verdict & judgt, dated April 8, 1897, at trial before Mr Justice Lawrance and special jury, Middlesex April 13

Kirby v Ainslie Bros appln of plt for judgt or new trial on app from verdict & judgt, dated March 27, 1897, at trial before Baron Pollock and special jury Middlesex April 15

Mattei v Guetary appln of dft for judgt or new trial on app from verdict & judgt, dated April 7, 1897, at trial before Mr Justice Cave and special jury, Middlesex April 15

FROM THE QUEEN'S BENCH DIVISION.

(In Bankruptcy.)

1897.

In re Betts, A S (expte the Debtor) from order of Mr Justice Vaughan Williams refusing annulment of adjudication

Gallard, G (expte the London and Universal Bank ld in liquidation)

from order of Mr Justice Vaughan Williams as to declaration and order

ORDER XIV., RULE 8.

Brown v Hillam and anr app of G Hillam from jdgt of Mr Justice Lawrance, dated March 20, 1897, at trial without a jury, Middlesex March 24

FROM THE QUEEN'S BENCH DIVISION.

(Interlocutory List.)

1897.

The Omnium Gold Mining Assoc ld v Banque de Brabant app of dfts from order of Mr Justice Lawrance, dated March 16, 1897, and cross notice of plts, dated March 29, 1897 March 27

Passingham v Passingham app of deft from order of Mr Justice Day, dated April 1, 1897 April 6

International Bank of London ld v Hudson, Jackson, & Co and Edward Keane app of Off Rec of dft Keane from order of Mr Justice Day, dated April 5, 1897 April 12

The Queen v The Dean & Chapter of Hereford (Crown Side) app of the Dean & Chapter from order of Justices Cave & Lawrance, dated April 5, 1897 April 14

Spokes (on behalf of himself, &c) v The Grosvenor and West End Ry Terminus Hotel Co ld & ors app of dft Co from order of Mr Justice Day, dated April 12, 1896 April 14

Drew-Bear & ors v Guardians of the Poor of St Pancras and ors app of plts from order of Justices Grantham & Wright, dated April 13, 1896 April 15

Frankenstein v Gavin app of plt from order of Mr Justice Day, dated April 15

N.B.—The above List contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to April 15 inclusive.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 21 years.)—[ADVT.]

THE PROPERTY MART.

SALES OF ENSUING WEEK.

May 17.—Messrs. H. E. FOSTER & CRANFIELD, at the George Inn, Enfield Town, a 7 p.m., 52 Freehold Building Plots. Solicitors, Messrs. Robinson, May, & Elliot, London.

May 18.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Premises in the City, also Leasehold Premises in Basinghall-street. Solicitors, Messrs. Hill, Son, & Rickards, London. (See advertisements, this week, p. 5.)

May 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m., Freehold and Leasehold Investments of the value of £935 per annum, secured upon properties in Hackney and Croydon. Solicitors, Blachford, Riches, & Norton, of London. Also the Leasehold Residence and Premises at Acton. Solicitors, Messrs. Gray, Mounsey, & Fuller, of London.

May 20.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.:

REVERSIONS:

To £2,812 India Three-and-a-Half per cent. Stock, two ladies aged 85 and 60. Solicitor, J. C. Stogdon, Esq., London.

To £537 Two-and-a-Half per cent. Consols, gentleman aged 61. Solicitors, Messrs. Robins, Hay, Waters, & Hay, of London.

To Freehold Property and Ground-rents in London, &c., producing £842 per annum, lady aged 49. Solicitor, Chas. Bell, Esq., London.

To £1,000, lady aged 54, provided reversioner, aged 41, survives. Solicitor, H. Stanley-Jones, Esq., London.

To a Trust Fund value £1,650, lady aged 69, provided reversioner, lady aged 41, survive.

To £1,750, ladies aged 69 and 57 (see particulars).

To £1,000 Caledonian Railway Stock, ladies aged 69 and 60 (see particulars). Solicitors, Messrs. Douglas, Norman, & Co., and H. Stanley-Jones, Esq., all of London.

To £3,000, lady and gentleman aged 56 and 62. Solicitor, A. J. Jekyll, Esq., London.

Life Estate of gentleman aged 33, producing £1,846 per annum; gentleman aged 64. Solicitor, H. Stanley-Jones, Esq., London.

To one-sixth of a Trust Fund, value over £4,000; also to one-ninth, value £1,935; lady 51. Solicitor, A. S. C. Doyle, Esq., London.

POLICIES:

For £1,000 and £300; for £1,000, with profits. Solicitor, Richard Hewlett, Esq., of London.

For £1,000, with profits, life aged 57. Solicitors, Messrs. Crowders & Vizard, London.

For £600, £500, £500, £500, and £300 in leading offices. Solicitors, Messrs. Snell, Son, & Greenip, London. (See advertisements, this week, back page).

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AFRICAN (SEWVI) GOLD MINING CO, LIMITED—Petn for winding up, presented on May 3, directed to be heard on May 19. Cox & Lafone, 2, Salter's Hall ct, Cannon st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon on May 18

"BIRKDALE" SHIP CO, LIMITED—Creditors are required, on or before June 18, to send their names and addresses, and particulars of their debts or claims, to John Porter, Mersey chmbrs, Old Churchyard, Liverpool. Hill & Co, Liverpool, solors for the liquidators

BRITISH COLUMBIAN EXPLORATION SYNDICATE, LIMITED—Creditors are required, on or before June 10, to send their names and addresses, and particulars of their debts or claims, to Henry St John Hodges, Finsbury House, Blomfield st

LYDENBURG CONSOLIDATED MINES, LIMITED—Petn for winding up, presented May 4, directed to be heard on Wednesday, May 19. Dade & Co, 21, Copthall avenue, solors for the petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of May 18

MAY'S METALS SEPARATING SYNDICATE, LIMITED—Petn for winding up, presented May 4, directed to be heard on Wednesday, May 19. Bircham & Co, 50, Old Broad st, solors for the petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of May 18

MORETON CYCLE CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before June 7 next, to send their names and addresses, together with full particulars of their debts or claims, to George Smith, 11, Upper Priory, Birmingham

MOSS LITTER CHARCOAL AND MANURE CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frederick Livingstone, 54, Billiter bldgs

NEW ORMONDE CYCLE CO, LIMITED (IN LIQUIDATION)—Creditors are required to send in the particulars of their claims to Joseph John Perry and William Hutton, 29, Bennett's hill, Birmingham, on or before June 8. Rowlands & Co, Birmingham, solors for the liquidators

NORTH CAMP AND FARNBORO' DISTRICT GAS CO, LIMITED—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts and claims, to John Baker, Billiter House, Billiter st. Baka, Chancery lane, solor to the liquidator

OAKES' SYNDICATE, LIMITED—Creditors are required, on or before June 30, to send their names and addresses and the particulars of their debts or claims to Duncan Douglas Robertson, St Lawrence House, Trump st, King st, Cheapside

YORKSHIRE INVESTMENT AND AMERICAN MORTGAGE CO, LIMITED—By an order made by Mr Justice Vaughan Williams, dated April 14, it was ordered that the voluntary winding up of the company be continued. Woodcock & Co, Bloomsbury sq, Agents for Stamford & Metcalfe, Bradford, solors for the petner

FRIENDLY SOCIETIES DISSOLVED.

ASYLUM MUTUAL BENEFIT SOCIETY, Asylum Hotel, St Margaret's, Ipswich, Suffolk. April 28

SAMFORD JUVENILE FRIENDLY SOCIETY, Old Post Office bldgs, Ipswich, Suffolk. April 28

London Gazette.—TUESDAY, May 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GENERAL INVESTORS' SYNDICATE, LIMITED—Petn for winding up, presented May 6, directed to be heard May 19. Alye & Ward, 3, Serjeants' inn, Temple, solors for the petitioner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of May 18

HEIDELBERG GOLD MINES, LIMITED—Petn for winding up, presented May 8, directed to be heard May 19. Wadeson & Malleson, 7, Devonshire sq, Bishopsgate, solors for the petitioner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of May 18

INTERNATIONAL WATER AND SEWAGE PURIFICATION CO, LIMITED—Petn for winding up, presented May 6, directed to be heard May 19. Radford & Frankland, 40, Chancery lane, agents for Snook, Nottingham, solor for the petitioners. Notice of appearing must reach Radford & Frankland not later than six o'clock in the afternoon of May 18

J. H. INMAN & CO, LIMITED—Creditors are required, on or before June 18, to send their names and addresses, and particulars of their debts or claims, to James Henry Inman, 45, Northumberland st, Newcastle-on Tyne. Griffith & Co, Newcastle on Tyne, solors to liquidator

MECHANICAL TRADING CO, LIMITED (IN LIQUIDATION)—Creditors are requested, on or before Saturday, June 19, to send their names and addresses, and the particulars of their debts or claims, to Mr H. F. Knight, Devonshire chbrs, Bishopsgate st Without

MORETON COX BROTHERS & CO, LIMITED—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to W. H. Ellerton, Seething lane, E.C. Robinson & Stannard, 19, Eastcheap, solors for liquidator

NORMANTON PARK ESTATE CO, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to Stanley Blease, 8, Harrington st, Liverpool. Batesons & Co, Liverpool, solors to the liquidator

NOTTINGHAM THEATRE CO, LIMITED—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Arthur Durose, 10, South parade, Nottingham

OAK MOUNT SELF-HELP MANUFACTURING SOCIETY, LIMITED—Creditors are required on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to George Proctor and Peter Gregson, 3, Grimshaw st, Burnley. Waddington, Burnley, solor to the liquidators

SOUTH SWAZIELAND GOLD AND EXPLORATION CO, LIMITED—Petn for winding up, presented on May 10, directed to be heard on May 19. H Dade & Co, 21, Copthall avenue, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 18

STEVENS CASK AND BARREL CO, LIMITED—Petn for winding up, presented on May 7, directed to be heard on Wednesday, May 19. Abbott & Hudson, 9, Fenchurch st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 18

FRIENDLY SOCIETIES DISSOLVED.

GARDEN OF EDEN LODGE OF UNITED FREE GARDENERS, Goldenhill Town, Longton, Stoke on Trent, Stafford May 5

HOPE BENEFIT SOCIETY, Chequers inn, Redbourn, Hertford April 28

LOYAL PHILANTHROPIC BENEVOLENT SOCIETY, Barley Mow Inn, Hanbury st, Droitwich, Worcester April 26

SOUTH WIGSTON OPERATIVES' BOOT AND SHOE MANUFACTURING SOCIETY, LIMITED, 25, Glengate ter, Glengate, South Wigston, Leicester April 28

SUSSEX UNIVERSAL AND EQUITABLE LAND SOCIETY, LIMITED, 2, Osborne st, Hove, Sussex April 28

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 20.

HILL, JOHN, Durham, Miller May 20 Hill v Hill, North, J Pitman, Clement's lane

SOPER, JOHN BURGESS, Basingstoke, Hants, Esq June 1 Costobadie v Soper, North, J Sherwood, Basingstoke

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 30.

ALLEN, HENRY ERSKINE, M.A., Raymond bldgs, Gray's inn May 29 Brassall & Co, Leadenhall st

BAGNALL, GEORGE RHYDERO, Leicester, Bank Manager May 31 Dixon & Co, Sunderland

BARRATT, ISAAC, Stapleton, Gloucester June 12 Sibly, West Bristol

BESLEY, CHARLES ROBERT, Leinster sq, Hyde Park June 1 Arkell & Co, Tooley st

BROOKS, JOHN CROSSE, Newcastle upon Tyne June 1 Dees & Thompson, Newcastle upon Tyne

BRYSON, AMELIA EMILY, Ontario, Canada June 11 Dixon & Hunt, Gray's inn sq

BUHLMANN, WILLIAM CHARLES ROBERT, 64 St Helens, Merchant June 1 Loughborough & Co, Austinfriars

BULMER, CHARLES, Leeds July 1 Bulmer & Lawson, Leeds

BUTLER, GEORGE, Sleaford, Lincoln, Farmer June 1 Peake & Co, Sleaford
COCKSON, HELEN, South Hampstead June 1 Roe-Brown, Wrexham
COWELL, BENJAMIN, Selby, York, Hotel Keeper June 1 Bantoft, Selby
FELL, FRANCIS, Tottenham May 27 Wrentmore & Sharp, Gt Trinity lane
GREEN, WILLIAM, Holderness, York, Farmer June 3 England & Co, Hull
GUNTHER, CHARLES JOHN, Champion Hill, Kent June 14 W A Crump & Son, Philpot lane
HADDON, ROBERT, Halifax, Mill Manager May 31 H Marshall, Halifax
HARRIS, ELIZABETH, Old Sleaford, Lincoln June 1 Peake & Co, Sleaford
JACKSON, JOHN, Kilburn May 22 Fisher & Fisher, Old Queen st
JEWERS, Miss SARAH, Bardwell, Suffolk May 19 Woolnough & Co, Bury St Edmunds
JOHNSON, ALFRED, Sutton Coldfield May 31 Rooke, Birmingham
KENDALL, RICHARD, Lower Swell, Gloucester May 31 Francis & Son, Stow on the Wold
KRAEBE, JOHN HENRY, Knutsford, Chester June 24 Janion & Hall, Manchester
LEWIS, DAVID, Aberdare, Cattle Dealer June 1 T Phillips & Son, Aberdare
LITTLE, General ALFRED BUTLER, Grove, nr Stroud, Glos June 7 Little & Mills, Stroud
MAIDEN, AMY, Bromsgrove, Worcester June 1 Sanders, Bromsgrove
MALLINDER, JOHN, Killamarsh, Derby, Farmer July 1 Henry & Alfred Maxfield, Sheffield
MANLEY, JANE, Atherton, Lancs May 27 Hope & Garstang, Atherton
MARIES, JOHN, Birmingham June 10 Reece & Harris, Birmingham
MARSHALL, CHARLES FREDERICK, Bath June 1 Marshall, Colchester
MASSEY, EDWARD, Hulme, Chester June 1 Bygott & Sons, Sandbach
MORGAN, ROBERT JONES, Cardiff, Commercial Traveller June 1 Morgan, Cardiff
NEWMAN, RALPH DE DENNE, South Audley st May 31 Dawes & Sons, Angel court
O'HARE, The Rev STEPHEN, Holme on Spalding Moor, York May 27 J M Cartan, Durham
OTTER, JOHN, Lincoln July 6 Hebb, Lincoln
PATMORE, COVENTRY KERSEY DEIGHTON, Lymington, Hants June 1 Fladgate & Co, Craig's court
PEARSON, THOMAS, Northampton June 18 Tomalin, Northampton
PRICE, CATHERINE, Hampton Court May 19 Sherwood Essex st, Strand
PYE, RICHARD, Newcastle upon Tyne, Provision Dealer May 27 Richardson, Newcastle upon Tyne
RENNIE, JAMES, Stratford May 12 Loughborough & Co, Austin friars
SALMON, JAMES DENNIS, Ipswich May 31 Southgate, Ironmonger lane
SALTER, JOSEPH, Leeds July 1 Bulmer & Lawson, Lee
SCHOFIELD, STEPHEN, Luddenden Foot, York May 31 Sutcliffes, Hebden Bridge, Yorks
TAYLOR, SAMUEL, Bottesford, Leicester, Farmer June 1 Peake & Co, Sleaford
TAYLOR, WILLIAM, Oldham, Currier June 5 Mellor, Oldham
THOMPSON, FRANCIS, Hastings June 24 Lewis, Adelaide pl, London bridge
TOMLINSON, BRUCE, Asgarby, Lincoln, Farmer June 1 Peake & Co, Sleaford
TURNBULL, CATHERINE, Battersea Park June 30 Greenfield, Queen Victoria st
WARD, JOHN, Leamington Spa June 8 Overell & Son, Leamington Spa
WOLVENDEN, ELIZABETH, Houghton, Lancs June 24 Chapman & Co, Manchester
WOODHOUSE, Rev EDWARD, Cambridge ter, Hyde Park June 7 Little & Mills, Stroud, Glos

London Gazette.—TUESDAY, May 4.

ALLPORT, CHARLES JAMES, Tavistock sq, Civil Engineer June 1 Foss & Ledsam, Fenchurch st
BALMFORD, JAMES, Huddersfield, Joiner May 31 Armitage & Co, Huddersfield
BATH, EMILY ELIZABETH, Swansea June 1 Cox, Swansea
BRADSHAW, SARAH ANN, Liverpool June 11 Woodburn & Holme, Liverpool
BRIARLEY, HENRY, Clifton, York, Cloth Fuller May 15 Furnius, Brighouse
BROWN, ANDREW, Croxdale, Durham May 21 Embley, Newcastle upon Tyne
BROWN, ARCHIBALD, Limehouse June 1 Smith & Hudson, Mark lane
BROWN, EMMA LOUISA, Willesden Green June 1 Twyford, Finsbury pavement
CANNACK, EDWARD, Formby, Lancs June 21 Quinn & Sons, Liverpool
CLARKE, THOMAS, Gammersgill, York, Farmer May 10 Maughan, Middleham
COOK, HENRY, Kington, Hereford, Accountant June 1 Temple & Philpin, Kington
COUPE, EDMUND, Leeds, Cloth Salesman May 21 Lupton & Fawcett, Leeds
COUPE, MARY, Leeds May 21 Lupton & Fawcett, Leeds
DAVIS, WILLIAM, Bristol June 1 Press & Co, Bristol
ELLEN, WILLIAM, Kentish Town, Builder June 15 Saxton & Son, Queen Victoria st
EVANS, HANNAH, Birmingham June 15 Reece & Harris, Birmingham
GATLEY, ROBERT, Barton upon Irwell, Lancs July 1 Taylor & Co, Sheffield
GOODCHILD, HENRY, Pentonville rd June 1 Sydney, Aldersgate st
HALLSWORTH, SARAH, Mansfield, Nottingham May 31 Alcock, Mansfield
HAWKES, CHARLES, Ilfracombe, Devon June 24 Rabnett, Birmingham
HEATH, WILLIAM, Nottingham May 31 Alcock, Mansfield
HILLYARD, JOSEPH, Low Ousegate, York, Wine Merchant June 19 H & J R Wood, York
HORNBY, Sir EDMUND GRIMANI, Torquay June 12 Torr & Co, Bedford row
HOWIE, JANE, Blackwell, Cumbrid May 31 Wannop & Westmorland, Carlisle
HUNT, SAMUEL OAKES, Leominster May 31 Easton, Leominster
HORSFALL, MARY, Marden, nr Huddersfield June 9 Hall & White, Huddersfield
JONES, PRYCE, Llangollen, Denbigh, Surgeon June 1 Minshalls & Parry-Jones, Llangollen
MASHITER, THOMAS, Little Bookham, Surrey June 14 Dawes & Sons, Angel court
MATTHEWS, EVAN HENRY, Llangollen, Denbigh, Grocer June 1 Minshalls & Parry-Jones, Llangollen
MILNES-GASKELL, Lieut-Gen GERALD, Lupsett Hall, nr Wakefield, D L and J P June 1 Claude Leatham & Co, Wakefield
MORGAN, JOHN, Brilley, Hereford, Farmer June 1 Temple & Philpin, Kington
MUMFORD, MATTHEW JAMES, Wanstead, Essex, J P May 29 Snow & Co, Great St Thomas Apostle
NICHOLLS, GEORGE, Brentwood, Essex, Licensed Victualler June 14 E F & H Landon, New Broad st
PAIN, WILLIAM, Romford, Essex, Dealer June 14 E F & H Landon, New Broad st
PYM, WOLLASTON FRANK, Caxton st, Westminster June 2 Tathams & Pym, Frederick's pl
SUSANS, THOMAS, Southampton June 30 Newman, Southampton
TILLEY, WILLIAM, Netherton, Dudley, Worcester, Licensed Victualler May 29 Davies, Netherton
VOILLOT, CLARA, Clapham June 12 Burch & Co, Spring gdns
WALLIS, ROWLAND HENRY, Norwood, Licensed Victualler June 3 Taylor, Lincoln's inn fields
WATERS, JEMIMA, Dover June 5 Stilwell & Harby, Dover
WHITING, WILLIAM, Almeley, Hereford June 1 Temple & Philpin, Kington
WORTHINGTON, ALICIA ELIZABETH, Derby June 15 Baxter & Co, Victoria st
YELF, WILLIAM RICHARD, Newport, I W June 5 Hoddinott & Davis, Tower chmbrs, Moorgate

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 7.

RECEIVING ORDERS.

BIRD, EMMA, Nantwich Nantwich Pet May 4 Ord May 4
BOTTOMLEY, JAMES, Oldham, Yarn Agent Oldham Pet May 4 Ord May 4
BOYNS, WILLIAM, Bradford, Butcher Bradford Pet May 3 Ord May 3
BRACEWELL, HARTLEY, Burnley, Weaver Burnley Pet May 4 Ord May 4
BUNBURY, THOMAS CHARLES, Liverpool, Tobacco Dealer Liverpool Pet May 3 Ord May 3
CHISHOLM, ALEXANDER, Canning Town, Essex, Victualler High Court Pet May 3 Ord May 3
COLEY, GEORGE WELLS, Birmingham, Grocer Birmingham Pet May 4 Ord May 4
COX, HENRY CAREW, Saffron Walden, Essex, Solicitor Cambridge Pet April 21 Ord May 3
CRANE, HARRY LAUNCELOT, Upper Tooting Wandsworth Pet April 30 Ord April 30
DAVISON, WILLIAM ARTHUR, Connah's Quay, Flint Chester Pet April 13 Ord May 4
HARRISON, WILLIAM, Stratton Audley, Oxford, Horse Trainer Oxford Pet May 3 Ord May 3
HERRMAN, HENRY, Bargoed, Glam, Outfitter Merthyr Tydfil Pet May 4 Ord May 4
HUGHES, GEORGE CORBEN, Queen's Ferry, Flint, Builder Chester Pet May 4 Ord May 4
JOHNSON, SYDNEY CLARE, Leeds, Woollen Manufacturer Leeds Pet May 1 Ord May 1
JONES, DAVID, Llangelynin, Carnarvons, Farmer Bangor Pet May 5 Ord May 5
JONES, MORRIS OWEN, Pontypridd, Builder Pontypridd Pet May 1 Ord May 1
JOYNER, TIMOTHY, and JAMES JOYNER, Gloucester, Tailors Gloucester Pet May 4 Ord May 4
LANGLEY, GEORGE JOHN, Holsworthy, Devon, House Decorator Barnstaple Pet May 3 Ord May 3
LAWRENCE, EDWARD, Walsall, Staffs, Fruiterer Walsall Pet May 3 Ord May 3
LLEWELYN, WILLIAM, Llanrumney, Glam, Grocer Neath Pet May 3 Ord May 3
LLOYD, JOHN, and THOMAS LEWIS JAMES, Mardy, Glam, Grocers Pontypridd Pet May 3 Ord May 3
LUMLEY, CECIL A, Argyll st, Regent st High Court Pet April 10 Ord May 5
LUNT, CHARLES LEIGH, Derby, Grocer's Manager Derby Pet May 4 Ord May 4
MACKINTOSH, JOHN, Cardiff, Manufacturer's Agent Cardiff Pet May 1 Ord May 1
MEEK, CHARLES, Leeds Leeds Pet May 4 Ord May 4
THE METALS AND MINERALS EXPLORATION AND DEVELOPMENT Co, Fleet st High Court Pet April 8 Ord May 5
MICHAELS, NATHAN, Spitalfields, Manufacturing Furrier High Court Pet May 5 Ord May 5
NOTLEY, WILLIAM ANTHONY, Over Wallop, Hants Southampton Pet May 5 Ord May 5
PAGE, HERBERT, Lamb's Conduit st, Holborn, Fishmonger High Court Pet May 3 Ord May 3
PARSONS, ROBERT, and ARTHUR ILIFFE, Leicester, Manufacturers Leicester Pet May 3 Ord May 3
PAULEY, G W, Beak st, Regent st, Restaurateur High Court Pet April 12 Ord May 5
PERRING, ALFRED, Holloway, Drover High Court Pet May 4 Ord May 4
REDDISH, WILLIAM, Sherwood, Notts Nottingham Pet May 4 Ord May 4
SALMON, THOMAS, Corwen, Merionethe, Chemist Wrexham Pet May 3 Ord May 3

Amended notice substituted for that published in the London Gazette of May 4:

RAATZ, WALTER, Swansea, Furniture Dealer Swansea Pet Nov 23 Ord Dec 15

FIRST MEETINGS.

BARNES, SAMUEL, Rotherham, York, Grocer May 18 at 2.30 Off Rec, Figtree lane, Sheffield
BATES, WILLIAM HENRY FENTON, Stoke upon Trent, Farmer May 17 at 3.30 Off Rec, King st, Newcastle under Lyme
CLAYTON, FREDERICK WILLIAM, Luton, Bedford May 25 at 10.30 Court house, Luton
CROSSLEY, SAMUEL BERRIDGE, Stapleford, Notts, Fruit Salesman May 14 at 12 Off Rec, St Peter's Church walk, Nottingham
DAVISON, WILLIAM ARTHUR, Connah's Quay Flints May 15 at 11.30 Crypt chmbrs, Eastgate row, Chester
DENHAM, HERBERT SYDNEY, Freshwater, I W, Builder May 17 at 11.30 19, Quay st, Newport, I W
DOIG, ELIZABETH, Brixton, Baker May 14 at 11 Bankruptcy bldgs, Carey st
DOUSBELL, HENRY GEORGE, Stockwell, Builder May 14 at 12 Bankruptcy bldgs, Carey st
DOVE, WILLIAM, Ilkley, York, Innkeeper May 17 at 11 Off Rec, 22, Park row, Leeds
DRAKE, F, Fulham May 14 at 2.30 Bankruptcy bldgs, Carey st
ELLWOOD, ANTHONY JOHN, Woore, Salop, Licensed Victualler May 17 at 2.30 Off Rec, King st, Newcastle under Lyme
FORD, H, Wandsworth, Builder May 14 at 12.30 24, Railway approach, London Bridge
GARSTY, JOSEPH, Preston Montford, Salop, Farmer May 14 at 11.30 Off Rec, 42, St John's hill, Shrewsbury
GRIFFITHS, WILLIAM, Liverpool, Baker May 19 at 12 Off Rec, 35, Victoria st, Liverpool
HALL, CHARLES WEAVERS, Battersea, Plumber May 18 at 12.30 24, Railway app, London Bridge
HARE, ARTHUR FREDERICK, Wolverhampton, Dentist's Assistant May 17 at 11.30 Off Rec, Wolverhampton
HARRIS, SAMUEL, Liverpool, Grocer May 18 at 12 Off Rec, 35, Victoria st, Liverpool
HARTLEY, WILLIAM, Leeds, Currier May 18 at 11 Off Rec, 22, Park row, Leeds
HIBBARD, FREDERICK, Sheffield, Pig Dealer May 18 at 3 Off Rec, Figtree ln, Sheffield
JAMES, THOMAS, Llanhennock, Mon, Farmer May 17 at 12 Off Rec, Gloucester Bank chambers, Newport, Mon
JONES, ROBERT, Llangefni, Anglesey, Builder May 14 at 1.30 Railway Hotel, Bangor
JONES, WILLIAM LEWIS, Llandonna, Anglesey, Flour Dealer May 14 at 12.15 Railway Hotel, Bangor
LOOKER, CHARLES, Maidenhead, Berks May 13 at 1 Room No 76, Bankruptcy bldgs, Carey st
MAUNDRELL, FRANCIS HENRY, Pypard, Wilts, Farmer May 17 at 3 Off Rec, 46, Cricklade-st, Swindon
PENROSE, ALFRED, Leyton, Mantle Manufacturer May 17 at 12 Bankruptcy bldgs, Carey st
PETTY, WILLIAM NEWMAN, West Wellow, Hants, Builder May 18 at 3.30 Off Rec, 4, East st, Southampton
RUFFIN, AUGUSTE NAPOLEON, Torrington pl, Torrington sq, Manufacturer May 19 at 12.30 Bankruptcy bldgs, Carey st
SHIELDS, WALLEY, Kennington, Commission Agent May 14 at 11 Bankruptcy bldgs, Carey st
SMITH, WALTER, Scarborough, Painter May 14 at 11.30 Off Rec, 74, Newborough st, Scarborough
SPRAGGS, ELIZABETH ANN, and GEORGE ALEXANDER CLAY THOMAS, West Brompton, Coal Merchants May 17 at 11 Bankruptcy bldgs, Carey st

WALKER, GEORGE, Sheffield, Fish Dealer May 18 at 2 Off Rec, Figtree la, Sheffield
WOOD, EBENEZER EDWIN, New Cross, Builder May 17 at 2.30 Bankruptcy bldgs, Carey st
WYATT, WALTER, Plymstock, Devon, Farmer May 19 at 10.30 10, Athenæum ter, Plymouth

ADJUDICATIONS.

ABRAHAMS, MORRIS, Bury st High Court Pet March 26 Ord May 5
BOTTOMLEY, JAMES, Oldham, Yarn Agent Oldham Pet May 4 Ord May 4
BOYES, WILLIAM, Bradford, Butcher Bradford Pet May 3 Ord May 3
BRACEWELL, HARTLEY, Brierfield, Lancs, Weaver Burnley Pet May 4 Ord May 4
BRADBURNE, THOMAS, and SAMUEL BRADBURNE, Wolverton, Farmers Birmingham Pet April 23 Ord April 30
BROCKINGTON, GEORGE SAMUEL, Birmingham, Manufacturing Jeweller Birmingham Pet April 23 Ord April 30
CHARLTON, ROBERT, Newcastle on Tyne, Corn Merchant Newcastle on Tyne Pet March 13 Ord May 3
CLARKE, WILLIAM COOMBS, Hackney, Licensed Victualler High Court Pet April 1 Ord May 5
COLEMAN, THOMAS, Saffron Walden, Nurseryman Cambridge Pet April 13 Ord May 3
COX, HENRY CAREW, Saffron Walden, Solicitor Cambridge Pet April 20 Ord May 3
CRANE, HARRY LANCELOT, Upper Tooting Wandsworth Pet April 30 Ord April 30
DE JACOBOWICZ, FABIAN, Hatton gdn, Pearl Dealer High Court Pet Aug 27 Ord May 5
ELLWOOD, ANTHONY JOHN, Woore, Salop, Licensed Victualler Nantwich Pet April 26 Ord May 4
GRIFFITHS, WILLIAM, Liverpool, Baker Liverpool Pet April 21 Ord May 4
HALL, CHARLES WEAVERS, Battersea, Plumber Wandsworth Pet April 28 Ord May 4
HARRISON, WILLIAM, Stratton Audley, Oxford, Horse Trainer Oxford Pet May 3 Ord May 3
HERRMAN, HENRY, Bargoed, Glam, Outfitter Merthyr Tydfil Pet May 4 Ord May 4
HUGHES, GEORGE CORBEN, Queen's Ferry, Flint, Builder Chester Pet May 4 Ord May 4
JOHNSON, JOSEPH OLIVER, Kensington High Court Pet April 12 Ord May 3
JOHNSON, SYDNEY CLARK, Leeds, Woollen Manufacturer Leeds Pet May 1 Ord May 1
JONES, DANIEL, Woodberry down, Finsbury Park, Solicitor High Court Pet April 26 Ord May 5
JONES, DAVID, Llangelynin, Carnarvons, Farmer Bangor Pet May 4 Ord May 5
JONES, MORRIS OWEN, Pontypridd, Builder Pontypridd Pet April 30 Ord May 1
JOYNER, TIMOTHY, and JAMES JOYNER, Gloucester, Tailors Gloucester Pet May 3 Ord May 4
LANGLEY, GEORGE JOHN, Holsworthy, Devons, House Decorator Barnstaple Pet May 3 Ord May 3
LAWRENCE, EDWARD, Walsall, Fruiterer Walsall Pet May 3 Ord May 3
LEGG, HENRY, Boscombe, Builder Poole Pet April 5 Ord May 5
LLEWELYN, WILLIAM, Llansamlet, Glam, Grocer Neath Pet May 3 Ord May 3
LLOYD, JOHN, and THOMAS LEWIS JAMES, Mardy, Glam, Grocers Pontypridd Pet May 3 Ord May 3
LUNT, CHARLES LEIGH, Derby Derby Pet May 4 Ord May 4
MACKINTOSH, JOHN, Cardiff, Manufacturer's Agent Cardiff Pet May 1 Ord May 1
MEEK, CHARLES, Leeds Leeds Pet May 4 Ord May 4
PAGE, HERBERT, Lamb's Conduit st, Fishmonger High Court Pet May 3 Ord May 3
PALMER, CORNELIUS GEORGE, Borrow, Somerset, Farmer Bridgwater Pet April 7 Ord May 3
PARSONS, ROBERT, and ARTHUR ILIFFE, Leicester, Manufacturers Leicester Pet May 3 Ord May 3
PERRING, ALFRED, Holloway, Drover High Court Pet May 4 Ord May 4
PORTER, HENRY FRANCIS, Eastcheap High Court Pet March 6 Ord May 3
REDDISH, WILLIAM, Sherwood, Notts Nottingham Pet May 4 Ord May 4
SALMON, THOMAS, Corwen, Merioneths, Chemist Wrexham Pet May 3 Ord May 3
SPRAGGS, ELIZABETH ANN, and GEORGE ALEXANDER CLAY THOMAS, West Brompton, Coal Merchants High Court Pet March 19 Ord May 3
WILSON, J H, Manafon, Montgomery, Farmer Newtown Pet April 26 Ord May 5

Amended notice substituted for that published in the London Gazette of April 30:

JENKINS, EVAN, Clydach, Glam, Licensed Victualler Swansea Pet April 27 Ord April 27

ADJUDICATION ANNULLED.

DAIMPRE, ISADORE, Colebrook, Devon, Clerk in Holy Orders Exeter Adjud Aug 30, 1890 Annul April 21

London Gazette.—TUESDAY, May 11.

RECEIVING ORDERS.

ALLBRIGHTON, JOHN, Polesworth, Warwick, Collier Birmingham Pet May 6 Ord May 6
BALL, HENRY GEORGE, Glamorgan, Painter Cardiff Pet May 6 Ord May 6
CHAPMAN, SAMUEL, Huddersfield, Draper Huddersfield Pet April 24 Ord May 5
CONSTANTINE, EMILY LAKENEY, Halifax, Dressmaker Halifax Pet May 8 Ord May 8
DAWKINS, THOMAS, Leicester, Boot Manufacturer Leicester Pet May 6 Ord May 6
DETCHON, HENRY, Whitley, Northumberland, Accountant Newcastle on Tyne Pet April 22 Ord May 8
DICKINSON, ANNIE, Plymouth Plymouth Pet May 6 Ord May 6
DIXON, WALTER BENJAMIN, Leeds, Commission Agent Leeds Pet May 6 Ord May 6
ECCLES, JOSHUA, Formby, Lancs, Grocer Liverpool Pet May 1 Ord May 6
EDWARDS, JOHN STEVENSON, Rhyl, Flints, Journalist Bangor Pet May 6 Ord May 6
GINGOLD, JAMES, Maida Vale High Court Pet April 10 Ord May 7
GOFFIN, HERBERT JOHN, Old Jewry chmbrs, Law Costs Draftsman High Court Pet April 2 Ord May 7
GOLDSWORTHY, WILLIAM, Dawlish, Devon, General Dealer Exeter Pet May 6 Ord May 6
GOOD, JANE, Gt Grimsby Gt Grimsby Pet May 6 Ord May 6
GRAINGER, JOHN, Port Carlisle, Cumbrld, Innkeeper Carlisle Pet May 7 Ord May 7
HEPTONSTALL, GEORGE TOWNSEND, Liverpool Liverpool Pet April 27 Ord May 6
HIPWOOD, WILLIAM, Dudley Dudley Pet May 1 Ord May 1
HOULT, ARTHUR, Wolstanton, Staffs, Butcher Hanley Pet May 8 Ord May 8
HUGHES, SAMUEL NELSON, Pavenham, Beds, Farmer Bedford Pet May 7 Ord May 7
JOHNSON, THOMAS, Eccles, Lancs Salford Pet May 7 Ord May 7
JONES, THOMAS, Chester, Upholsterer Chester Pet May 6 Ord May 6
MCMURRAY, JOHN, Currock, Carlisle, Draper Carlisle Pet May 6 Ord May 6
MAXWELL, W M, Bishopsgate st High Court Pet April 10 Ord May 5
MESSENGER, JOSEPH, Broomfield, Cumbrld, Innkeeper Carlisle Pet May 7 Ord May 7
NICHOLS, CHARLES, jun, and JOHN HARRISON, Aldermanbury, Trimming Manufacturers High Court Pet May 8 Ord May 8
NORMAN, JOHN ALFRED, Cardiff, Baker Cardiff Pet May 6 Ord May 6
PALMER, WILLIAM, Birmingham, Coal Merchant Birmingham Pet May 7 Ord May 7
RADFORD, RICHARD ARTHUR, Burton on Trent, Draper Burton on Trent Pet May 8 Ord May 8
ROBINSON, CHARLES ARTHUR, Newport, I of W, Contractor Newport Pet May 8 Ord May 8
ROGERS, ALFRED JOHN, Woking, Surrey, Ironmonger Guildford Pet May 8 Ord May 8
SMITH, HARRY, Canton, Cardiff, Builder Cardiff Pet May 5 Ord May 22
STEEL, GEORGE, South Shields Newcastle on Tyne Pet May 8 Ord May 8
STEVENS, JOHN, Plymouth, Ironmonger Plymouth Pet May 1 Ord May 7
SWAIN, GEORGE FREDERICK, Farnham, Surrey, Fishmonger Guildford Pet May 7 Ord May 7
WADE, EDWIN S, Teddington High Court Pet March 26 Ord May 6
WALKER, WILLIAM HENRY, Coventry, Boot Maker Coventry Pet May 7 Ord May 7
WATSON, THOMAS MILLIGAN, Sutherland, Accountant Sunderland Pet April 24 Ord May 6
WYNN, JOHN COLLING, Heworth, Grocer Newcastle on Tyne Pet May 7 Ord May 7
WELLS, OLIVER, Bradford, Tobacconist Bradford Pet May 6 Ord May 6

FIRST MEETINGS.

BLANCHARD, CHARLES NATHANIEL, Burgess Hill, Sussex, Printer May 18 at 12 Off Rec 24, Railway app, London bridge
BOYES, HERBERT HENRY, Fulham May 18 at 1 Bankruptcy bldgs, Carey st
BOYES, WILLIAM, Bradford, Butcher May 18 at 11 Off Rec, 31, Manor row, Bradford
CHISHOLM, ALEXANDER, Canning Town May 18 at 2.30 Bankruptcy bldgs, Carey st
COLEMAN, THOMAS, Saffron Walden, Essex, Nurseryman May 25 at 4 Rose and Crown Hotel, Saffron Walden
COX, HENRY CAREW, Saffron Walden, Essex, Solicitor May 25 at 3 Rose and Crown Hotel, Saffron Walden
CRANE, HARRY LANCELOT, Tooting Bec rd May 18 at 11.30 24, Railway app, London Bridge
DAWKINS, THOMAS, Leicester, Boot Manufacturer May 19 at 12.30 Off Rec, 1, Berridge st, Leicester
DEAN, JOSEPH WOOD, and EDWIN CHARLES ANDREW, Manchester, Merchants May 18 at 3 Off Rec, Byrom st, Manchester
FISHER, ISABELLA JANE, Newcastle on Tyne, Confectioner May 24 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
FOX, EGBERT, Stanton, Glos May 18 at 2.30 Railway Hotel, Evesham
GIBSON, JOHN, Bourne, Lincs, Corn Merchant May 28 at 12 Law Courts, New rd, Peterborough
GOLDSWORTHY, WILLIAM, Dawlish, Devon, General Dealer May 27 at 10.30 Off Rec, 13, Bedford circus, Exeter
HASWELL, CHARLES, Guisburough, Builder May 19 at 3 Off Rec, 8, Albert rd, Middlesborough
HILL, ANDREW, West Hartlepool, Boiler Smith May 18 at 3 Off Rec, 25, John st, Sunderland
HUGHES, SAMUEL NELSON, Pavenham, Beds, Farmer May 18 at 10.30 Off Rec, 1A, St Paul's sq, Bedford
JENKINS, EVAN, Clydach, Glam, Licensed Victualler May 19 at 12 Off Rec, 31, Alexandra rd, Swansea
JENNINGS, JOHN WILLIAM, Leeds May 19 at 12 Off Rec, 22, Park row, Leeds
JOHNSON, SYDNEY CLARK, Leeds, Woollen Manufacturer May 19 at 11 Off Rec, 22, Park row, Leeds
JONES, DANIEL, Finsbury Park, Solicitor May 21 at 12 Bankruptcy bldgs, Carey st
KNIGHT, GEORGE MURRAY, Brixton, Tailor May 18 at 11 Bankruptcy bldgs, Carey st
LEACH, ALICE MARY, Salisbury, Grocer May 18 at 12.30 Off Rec, Salisbury
LUMLEY, CECIL A, Argyll st, Regent st May 19 at 2.30 Bankruptcy bldgs, Carey st
LUNT, CHARLES LEIGH, Derby, Grocer's Manager May 18 at 12 Off Rec, 40, St Mary's gate, Derby
MICHAELS, NATHAN, Spitalfields, Furrier May 18 at 12 Bankruptcy bldgs, Carey st
MORGAN, JOHN, Small Heath, Builder May 19 at 11 23, Colmore row, Birmingham
NOTLEY, WILLIAM ANTHONY, Over Wallop, Hants May 21 at 12 Off Rec, 4, East st, Southampton
PAGE, HERBERT, Lamb's Conduit st, Holborn, Fishmonger May 20 at 11 Bankruptcy bldgs, Carey st
PARSONS, ROBERT, and ARTHUR ILIFFE, Leicester, Manufacturers May 18 at 12.30 Off Rec, 1, Berridge st, Leicester
PEACOCK, JOHN P, Manchester, Packing Case Maker May 19 at 3 Off Rec, Byrom st, Manchester
PERKINS, WILLIAM HENRY, and JOHN PERKINS, Lichfield, Ironfounders May 19 at 11 Swan Hotel, Lichfield
PERRING, ALFRED, Holloway, Drover May 20 at 12 Bankruptcy bldgs, Carey st
RAATZ, WALTER, Swansea, Furniture Dealer May 18 at 11 Bankruptcy bldgs, Carey st
RENSHAW, THOMAS, Sale, Cheshire, Butcher May 18 at 2.30 Off Rec, Byrom st, Manchester
SHARP, ROBERT, Durham, Fruiterer May 26 at 3 Off Rec, 8, Albert rd, Middlesborough
STOCKILL, THOMAS, Sedgefield, Durham, Farmer May 19 at 3 Off Rec, 8, Albert rd, Middlesborough
WELLER, W HAMILTON, Fenchurch st May 21 at 12 Bankruptcy bldgs, Carey st
WELLS, OLIVER, Bradford, Tobacconist May 20 at 11 Off Rec, 31, Manor row, Bradford
WINCHURCH, FREDERICK WILLIAM, Birmingham, Glassmaker May 21 at 11 23, Colmore row, Birmingham
WOODCOCK, JAMES, Stannington, Northumbrld, Farm Servant May 24 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

ADJUDICATIONS.

ALLBRIGHTON, JOHN, Polesworth, Warwick, Collier Birmingham Pet May 6 Ord May 6
BALL, HENRY GEORGE, Glamorgan, Painter Cardiff Pet May 5 Ord May 6
BIRD, EMMA, Nantwich Nantwich Pet May 6 Ord May 6
BRAMLEY, JOSEPH WILLIAM, Bermondsey, Builder High Court Pet April 9 Ord May 8
CLAYTON, FREDERICK WILLIAM, Luton, Bedford Luton Pet April 28 Ord May 6
CONSTANTINE, EMILY LAKENEY, Halifax, Dressmaker Halifax Pet May 8 Ord May 8
COULSHILL, FREDERICK THOMAS, Leyton, Builder High Court Pet March 16 Ord May 6
DARLINGTON, JOSEPH HENRY, Mount Charles, nr St Austell Cornwall Butcher Truro Pet April 2 Ord May 8
DAWKINS, THOMAS, Leicester, Boot Manufacturer Leicester Pet May 6 Ord May 6
DICKINSON, ALBERT, Mildmay Park High Court Pet March 9 Ord May 8
DIXON, WALTER BENJAMIN, Leeds, Commission Agent Leeds Pet May 6 Ord May 6
EDWARDS, JOHN STEVENSON, Rhyl, Flints, Journalist Bangor Pet May 6 Ord May 6
GOLDSWORTHY, WILLIAM, Dawlish, Devon, General Dealer Exeter Pet May 6 Ord May 6
GOOD, JANE, Gt Grimsby Gt Grimsby Pet May 6 Ord May 6
GRAINGER, JOHN, Port Carlisle, Cumberland, Innkeeper Carlisle Pet May 6 Ord May 7
HAINES, STAFFORD ALFRED, Rowlstone, Herts Hereford Pet April 9 Ord May 6
HARE, ARTHUR FREDERICK, Wolverhampton, Dentist's Assistant Wolverhampton Pet April 29 Ord May 6
HARTE, WILLIAM BAGOT, Bayswater, Solicitor High Court Pet Feb 22 Ord May 7
HIPWOOD, WILLIAM, Dudley, Worcs Dudley Pet May 1 Ord May 4
HOULT, ARTHUR, Wolstanton, Staffs, Butcher Hanley Pet May 8 Ord May 8
HUGHES, SAMUEL NELSON, Pavenham, Beds, Farmer Bedford Pet May 7 Ord May 7
JOHNSON, THOMAS, Eccles, Lancs Salford Pet May 6 Ord May 7
JONES, THOMAS, Chester, Upholsterer Chester Pet May 6 Ord May 6
KERSHAW, MARTHA ELLEN, Blackburn, Provision Dealer Blackburn Pet March 13 Ord April 29
KNIGHT, GEORGE MURRAY, Brixton, Tailor High Court Pet April 7 Ord May 7
MCMURRAY, JOHN, Currock, Carlisle, Draper Carlisle Pet May 6 Ord May 6
MESSENGER, JOSEPH, Broomfield, Cumberland, Innkeeper Carlisle Pet May 7 Ord May 7
NICHOLS, CHARLES, jun, and JOHN HARRISON, Aldermanbury High Court Pet May 8 Ord May 8
NORMAN, JOHN ALFRED, Cardiff Baker Cardiff Pet May 6 Ord May 6
RADFORD, RICHARD ARTHUR, Burton on Trent, Draper Burton on Trent Pet May 8 Ord May 8
ROBINSON, CHARLES ARTHUR, Newport, I of W, Contractor Newport Pet May 8 Ord May 8
ROGERS, WILLIAM, Hastings, Market Gardener Brighton Pet March 2 Ord May 5
STEEL, GEORGE, South Shields Newcastle on Tyne Pet May 8 Ord May 8
STEVENSON, WILLIAM, Bristol, Tailor Bristol Pet April 9 Ord May 7
WADE, EDWIN SOMERSET, Teddington High Court Pet March 26 Ord May 8
WALKER, WILLIAM HENRY, Coventry, Bootmaker Coventry Pet May 7 Ord May 7
WELLS, OLIVER, Bradford, Tobacconist Bradford Pet May 6 Ord May 6
WHITCOMB, BERKELEY WHITE, Burleigh st, Strand High Court Pet Feb 27 Ord May 6
WYNN, JOHN COLLING, Heworth, Durham, Grocer Newcastle on Tyne Pet May 7 Ord May 7

ADJUDICATION ANNULLED.

Sims, George Coleman Veale, Grosvenor Hotel, Victoria, Gent High Court Adjud Aug 25, 1896 Annul May 6

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

THE BEVERAGE OF THE PEOPLE.

Let us glance at the ordinary breakfast beverages of the people.

Tea, even if properly infused, is only a stimulant. It is not a nourishing beverage, and, as usually decocted, is washy, trashy, and deleterious.

Coffee, even when of the best, and prepared in perfection as you will find in the East where Mohammedans are forbidden by their religion to use alcohol, is only a *cardiac* or heart stimulant. It increases for a short time the power of that organ without being in any sense of the word a nourishing beverage.

Cocoa.—The ordinary cocoa is not by any means a nourishing beverage. Its good qualities either in the English or foreign varieties are smothered in starch and sugar, that induce and promote indigestion.

Dr. Tibbles' Vi-Cocoa is a nourishing beverage, containing four great restorers of vitality—Cocoa, Kola, Hops, and Malt. It stands out as a builder up of tissues, a promoter of vigour, and, in short, it has all the factors which make robust health. Being a deliciously flavoured beverage it pleases the most fastidious palate. Its active powers of diastase give tone to the stomach, and promote the flow of gastric juice, and, however indigestible the food taken with it at any meal, it acts as a solvent and assimilative.

All the leading medical journals recommend Dr. Tibbles' Vi-Cocoa, and Dr. G. H. Haslam writes:—"It gives me great pleasure in bearing testimony to the value of Vi-Cocoa, a mixture of Malt, Hops, Kola, and Caracas Cocoa Extract. I consider it the very best preparation of the kind in the market, and as a nourishing drink for children and adults the finest that has ever been brought before the public. As a general beverage it excels all previous preparations. No house should be without it."

Dr. Tibbles' Vi-Cocoa, is made up in 6d. packets, and 9d. and 1s. 6d. tins. It can be obtained from all Chemists, Grocers, and Stores, or from Dr. Tibbles' Vi-Cocoa, Limited, 60, 61, and 62, Bunhill-row, London, E.C.

As an unparalleled test of merit, a dainty sample tin of Dr. Tibbles' Vi-Cocoa will be sent free on application to any address if, when writing (a postcard will do) the reader will name the Solicitors' Journal.

MR. CUTHBERT SPURLING, B.A. (Oxford), First Class Honours, Honours in B.C.L. late Scholar of Christ Church, continues to PREPARE for all Legal Examinations by Day, Evening, or Post.

Latest Successes.—December Bar Examinations, 1896—14 in for the different Examinations, all of whom passed, one gaining the J. J. Powell Prize.

Address, 11, New-court, Lincoln's-inn W.C.

MR. VERNON HARCOURT, B.A. Oxford (honours in B.C.L., 1895), Prepares Students privately for the Bar Examinations.—Particulars on application by letter to 1, Albert-street, Victoria-square, S.W.

MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from £1 1s. per month. Many Pupils have taken Honours.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brasenose-street, Albert-square, Manchester.

PARTNERSHIP or SUCCESSION Wanted by Solicitor (aged 25); would prefer to work in business for a year before purchasing.—H. M. Collins, Cumberland Park, Willesden Junction, N.W.

SOLICITOR (26, admitted) desires Clerkship with view to Partnership; conveyancing; country; B.A. Oxford.—B., 16, Lansdown-crescent, Bath.

TO SOLICITORS and Members of Gray's-inn.—Set of Chambers in Gray's-inn-square, now let at £55 per annum, for immediate Sale, by order of executors.—For full particulars apply to W. W. Read & Co., Auctioneers and Surveyors, 1, Queen-street, Cheapside, E.C.

TO SOLICITORS, ARCHITECTS, &c.—Bedford-row, W.C.—To be Let, an excellent First Floor of 4 rooms; good light.—Apply to J. & R. Kemp & Co., 27, Albany-street, N.W.

MORTGAGE.—Eight Hundred to a Thousand Pounds Required at four per cent. on superior Weekly Property; ample security.—M., care of "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

TO TRUSTEES, EXECUTORS, SOLICITORS, and Others.—Freehold small House Properties wanted to suit a fund of £10,000; South London preferred; weekly or monthly tenancies not objected to; small parcels entertained.—Details to W. E., at Horncastle's, 61, Cheapside.

WANTED, by Solicitor (age 26) having command of £1,200, Clerkship, with view to Partnership, in general practice, town or country.—R. C. A., Waterlow & Sons, Limited, London-wall, E.C.

LAW FIRE INSURANCE SOCIETY, 114, Chancery Lane, London, May 11th, 1897.

Notice is Hereby Given that an Extraordinary General Meeting of the Shareholders of the Law Fire Insurance Society will be held at the Society's House, Chancery Lane, on Tuesday, the 1st day of June next, at One o'clock precisely, when the following resolution, which was duly passed by the requisite majority of the Shareholders present at an Extraordinary General Meeting of the Society held on the 4th instant, will be submitted to the meeting for confirmation:—"That the clause following, to be distinguished as Clause 71a, be adopted as a regulation of the Society, and be regarded as inserted in the Society's Deed of Settlement immediately after Clause 71 thereof, and that the said Deed of Settlement be read and construed accordingly: '71a. The Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Society justifies.'"

By order of the Board,
GEORGE WILLIAM BELL, Secretary.

ORIENT COMPANY'S PLEASURE CRUISES by the

Steamship "GARONNE" (3,901 tons register), from London as under:—

For Norway Fiords and North Cape,
Leaving 23rd June, returning 19th July.

For Norway Fiords and Spitzbergen,
Leaving 22nd July, returning 20th August.

For Baltic Canal, St. Petersburg, Stockholm, Wisby, Copenhagen, Christiania, &c.
Leaving 25th August, returning 23rd September.

String band, electric light, hot and cold baths, high-class cuisine.

Managers: F. Green & Co.; Anderson, Anderson, & Co.
Head Offices: Fenchurch-avenue.

For passage apply to the latter firm at 5, Fenchurch-Avenue, London, E.C.; or to the West-End Branch Office, 16, Cockspur-street, S.W.

EDE AND SON,

ROBE MAKERS.

By Special Appointment
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

Robes for Queen's Counsel and Barristers.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns

Established 1689.

94, CHANCERY LANE, LONDON.

M. W. EDGLEY, 40 & 41, Fleet-st.

AMERICAN ROLL TOP DESKS.
M. W. Edgley, 40 & 41, Fleet-st.
AMERICAN ROLL TOP DESKS.
M. W. Edgley, 40 & 41, Fleet-st.
AMERICAN ROLL TOP DESKS.
M. W. Edgley, 40 & 41, Fleet-st.

BRAND & CO.'S SPECIALTIES FOR INVALIDS.

ESSENCE OF BEEF,
BEEF TEA,
MEAT JUICE, &c.,

Prepared from finest ENGLISH MEATS
Of all Chemists and Grocers.

BRAND & CO., MAYFAIR, W., & MAYFAIR WORKS, VAUXHALL, LONDON, S.W.

THE MOST NUTRITIOUS COCOA.

EPPS'S

GRATEFUL—COMFORTING.

COCOA

FOR BREAKFAST AND SUPPER.

SAVE 50 TO 75 PER CENT.

By Buying Direct from the Manufacturers,

THE DEED BOX SUPPLY COMPANY,

29, TEMPLE ST., WOLVERHAMPTON.

HUNDREDS OF TESTIMONIALS.

Two Recent Ones.

March 21, 1896.—From Messrs. Poole & Robinson, 15, Union-court, Old Broad-street, London, E.C.

Dear Sir,—We are very pleased with the Deed Boxes which you recently supplied to us, and now inclose cheque for £36 6s. 6d., the amount of your account for same, which kindly receipt and return in due course. We shall be happy to recommend your company to any of our friends who may require Deed Boxes. Yours faithfully,
Poole & Robinson.

The Manager, The Deed Box Supply Company, Back of 30, Temple-street, Wolverhampton.

March 23, 1896.—From Mr. H. D. Booth, 62, Lincoln's-inn-fields, London, W.C.

Dear Sirs,—I have received the fifteen Deed Boxes which you have made for me, and with which I am very pleased.
Yours truly, H. D. Booth.

The Deed Box Supply Company.

Set of best tinned steel fall-front Deed Boxes, 20 by 14 by 14, with strong iron stand and brass knobs and chain.

Locks are the best lever that can be made, each lock to differ, and one master key to pass the lot.

Compartments:
1 box with 4
1 ,, ,, 3
1 ,, ,, 2
,, without.

Packed in case and sent carriage paid as drawing for

£8 10s. Od.
Ditto, with 8 Boxes, £6 10s. Od.
Ditto, with 12 Boxes, £9 10s. Od.
Ditto, with 16 Boxes, £12 0s. Od.
Ditto, with 20 Boxes, £15 0s. Oc.

ALPHABET CASE (2 doors).

Made of Best Tinned Steel, with Best Lever Spring Lock and 2 Keys.

Stock Size, 20 by 17 by 14.

£5 10s Od.

May be made any size to Order.

ALPHABET CASE (fall front).

Made of Best Tinned Steel, Best Lever Spring Lock, and Two Keys.

Stock Size, 20 by 17 by 14.

£3 5s. Od.

Made any size to order to fit in recesses or on top of mantelpiece, &c., &c.

JUDICATURE FORM CASE.

24 Compartments.

19 long by 14½ wide by 18 deep.

£1 10s. Od.

12 Compartments.

9½ long by 14½ wide by 18 deep.

£1 0s. Od.

SPECIAL LINES IN BALLOT BOXES.
REGISTERED FOLDING VOTING SCREENS.
All kinds of Boxes made and Strong Rooms Fitted.
Any of our Boxes not approved of money returned.

We are appointing agents in every Town, and shall be pleased to receive applications from responsible men calling on Solicitors Accountants &c.